

**MASTER AGREEMENT
BETWEEN THE
WALLED LAKE BOARD OF
EDUCATION
AND THE
WALLED LAKE EDUCATION
ASSOCIATION, MEA-NEA**

2012 - 2015

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ARTICLE I RECOGNITION

- A. The Walled Lake Board of Education, hereinafter noted as "Board", recognizes the Walled Lake Education Association MEA-NEA, hereinafter noted as "Association", as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan, 1965, for teaching personnel employed by the district under any teaching contract who hold valid Michigan Elementary or Secondary Certificates or their equivalent (endorsement, authorization or licensure) in accord with Michigan Department of Education regulations, for purposes of collective bargaining in respect to wages, hours and other terms and conditions of employment. If it is necessary for the Board to deviate from the above standards in the employment of a teacher for a regularly assigned position, it is agreed that the teacher so employed be a member of the bargaining unit. (See specifics - Section D of this Article). This Master Agreement is recognized as being a contract between the Walled Lake Board of Education and the Walled Lake Education Association.
- B. Contract teachers on officially approved leaves of absence shall be governed by the provisions of this Master Agreement, unless otherwise specified within this Agreement, and such teachers shall continue to be considered within the bargaining unit.
- C. The term "Teacher", when used herein, shall refer to employees included in the unit for bargaining as set forth in Section D of this Article. The term "Board", when used herein, shall refer to the Board of Education of the Walled Lake Consolidated School District. Its designees, representatives, or agents shall include all district administrators employed by the Board under Administrative contract. **The terms "tenured" and "non-tenured" track may be used herein to refer to groups of teachers if needed.**
- D. The following teacher personnel, as defined in Article I, Section A, comprise this bargaining unit: Teachers of kindergarten classes; teachers of grades 1 through 6; teachers of music, art and physical education; computer resource teachers and media specialists; administrative interns; consultants in math, reading, language arts, social studies, REACH, Reading Recovery, and in Title I programs; Community High and L.A.T.E teachers, dean of students, co-op teacher coordinators, counselors; head teachers, discipline/attendance teachers, teachers of all subjects grades 7 through 12; teachers of all special education classes; social workers; speech therapists; school psychologists or diagnosticians; department heads; any other teacher as defined in Article I, Section A. Personnel specifically excluded from this bargaining unit are all administrators and supervisors employed under administrative contracts; office, secretarial and clerical personnel; cafeteria, maintenance and custodial personnel; bus drivers; all temporary (per diem) substitute teachers; teacher paraeducators; library assistants; playground, study hall and lunch hour supervisors (paraeducators); as well as any other part or full-time employees.
- E. The Board agrees not to artificially create administrative positions which would arbitrarily remove individuals from the Association Bargaining unit. Any new position, including administrative interns, not clearly defined in Section F of this Article that is created by action of the Board shall be reviewed by the Association and the Board to determine its appropriateness for coverage under Section D.

ARTICLE I - Recognition (Continued)

- F.
 - 1. The Board shall notify the Association when a permanent substitute has taught sixty (60) consecutive days and one hundred fifty (150) consecutive days in one specific teaching position.
 - 2. Permanent substitute wages will be at step 1 of the B.A salary schedule.
 - 3. A permanent substitute who is subsequently employed by the Board in a regular teaching assignment will receive teaching experience credit on the appropriate salary schedule for the experience gained as a permanent substitute within the district.
 - 4. Teachers holding bachelor's degree only, who end the school year as a permanent (60 day) substitute and who are subsequently hired into any teaching position, will be placed at Step 1.5 on the BA salary schedule unless they work at least 1 ½ semesters in one position, which would then qualify them for Step 2 of the BA salary schedule.

- G. Nothing in this Agreement shall deny or restrict any teacher or the Board of Education the rights and privileges that are granted to said parties under the Michigan General Laws or any other statute of law. This agreement shall include changes due to Public Act 103 of Public Acts of 2011. Sections of the contract which are not enforceable under the law for staff whose employment is regulated by the teachers' tenure act, but are in full force for non-tenured staff whose employment is not regulated by the teachers' tenure act have been moved to "Appendix III" as part of this agreement. A Counselor shall be included with tenured teachers unless otherwise found to be "non-tenured track" staff by a court of appropriate jurisdiction or law.

- H. Membership in any professional association shall not be considered as a condition of employment.

ARTICLE II TEACHER EVALUATION

- A. The procedure, forms and criteria for non-tenured track teacher evaluation will be found in Appendix III of this document, but will be considered as a part of this agreement. Mentoring will be included in this document.
- B. Each teacher shall have the right, upon written request, to review the contents of his/her personnel file in the presence of a witness. The following items shall be excluded from this review:
 - 1. Recommendations from colleges or university placement services.
 - 2. Recommendations of previous employer.

Personnel files for teachers will be located in the central administrative office. In reviewing their personnel files, teachers may be accompanied by a representative of the Association.

- C. Since immediate supervisors often keep memorandum files regarding individual teachers, teachers shall have the right to review their files upon request.

ARTICLE III PROFESSIONAL NEGOTIATIONS

- A. It is recognized that matters may arise of vital mutual concern to the parties. Both parties may mutually agree to cooperatively consider and resolve any such matters. Any amendment or modification that is agreed upon will be placed in writing and executed by both parties.

- B. Unless the topics are prohibited as outlined in PERA, and before any change in Board policies is made which will affect wages, hours or working conditions which are not part of the terms of this Agreement, the Association will be informed in writing in advance and will have five (5) school days to request discussion concerning the proposed changes. If the Board of Education receives such a request, the Association shall have an opportunity to meet with the Superintendent and/or Board before a final decision is made. Grievances will not be processed for this section unless a copy of the official Board Policy and the alleged changes made by the Board are attached to the grievance.

ARTICLE IV CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the Instructional program during the normal school year and the settlement of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure to settle unresolved disputes, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the Period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section I of the Public Employment Relations Act.

- B. If the Association disclaims in writing to the Board any responsibility for the cessation of professional services and so directs its members in writing to resume their normal duties, it shall not be liable in any way.

- C. The Board and the Association respectively agree not to, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined in Section 10 of the Public Employment Relations Act.

ARTICLE V TEACHER ASSIGNMENTS

- A. Language that pertains to assignments of non-tenured track teachers only can be found in Appendix III of this agreement.

- B. The best interests of children in the district are served by having the most outstanding teachers available employed. Therefore, the following should be recognized by all teachers:
 - 1. Teachers should report to the Director of Personnel all teacher candidates of their acquaintance who they feel would make a favorable addition to the professional staff.

 - 2. Teachers who are leaving the district, contemplating leaving the district, or requesting a leave of absence for any reason have a moral responsibility to report this to their immediate supervisor at the earliest possible date. This early reporting will enable the Director of Personnel to acquire the best possible replacement for the following year.

- C. Teachers who are assigned to more than one building will be paid the current IRS rate for the travel between buildings. In addition to those teachers who are regularly assigned to more than one building, the above stipend for mileage in the district will be paid to:

Elementary Art Teachers
Elementary General Music Teachers
Elementary Physical Education Teachers
Elementary Instrumental Music Teachers
Coordinators
Media Specialists
Reading Recovery
Speech and Language Teachers
Social Workers
Psychologists
Special Education, Counselors, CRTs

These teachers will be asked to file a monthly mileage report with their immediate supervisor. Mileage vouchers will be paid twice a year (at the end of each semester). Out-of-the-district travel mileage will be reimbursed at the current IRS rate.

Teachers who lose preparation or lunchtime due to travel shall be compensated at their hourly per diem rate (salary divided by the number of teacher days +3 divided by 7 = hourly rate).

- D. All teachers, other than newly appointed teachers, shall be given written notice of their tentative teaching assignment including grade, subject, and building for the forthcoming school year no later than the last day of school for teachers. In the event changes in said assignment are proposed, all teachers affected shall be notified promptly and given the reasons for the change. Teachers so affected shall be given an opportunity to discuss the situation with their immediate supervisor and to suggest other possible alternatives. Final

ARTICLE V – TEACHER ASSIGNMENTS *(Continued)*

decision will rest with the supervisor. No Walled Lake teacher will be asked to sign a salary agreement prior to the written determination of the teaching assignment, said assignments to include subjects, grade and building.

- E. Extra-pay assignments listed in Appendix II of this Master Agreement, plus driver's education and summer school teaching positions, shall not be obligatory but shall be with the consent of the teacher.
- F. No teacher shall be required to substitute for another teacher, take another teacher's assignment, or take students assigned to another teacher without his/her consent, except in the case of an emergency situation. An emergency situation is defined as follows:

When a substitute is needed for less than a three-hour period, and/or the district's substitute calling service has attempted to contact every suitable substitute and has found no one available to assume this emergency assignment.

The Board agrees to take every reasonable step to find and identify those people who are willing to serve as substitute teachers. In the event this emergency exists, the following procedure shall be utilized in selecting teachers for this responsibility.

- 1. Secondary Schools
 - a. Teachers who are available will be asked to substitute.
 - b. In the event that no one agrees to substitute, teachers will be assigned on an equitable, rotating basis.
- 2. Elementary Schools
 - a. Teachers will assume responsibility for their own classes when an Art, Physical Education, or General Music substitute teacher is not available.
 - b. The class of the absent classroom teacher will be divided between three (3) other classroom teachers the same or as close to the same grade level as possible. Additional classroom teachers will be utilized if class size limits are not met.
 - c. Classes will be split, except when any single elementary grade level would be split more than once during a two week (M-F) period or when any single teacher would lose more than one prep period during a two week (M-F) period. If and when the above situations occur, non-teaching bargaining unit members within the building will cover classes on a rotating basis. No non-teaching bargaining unit member within the building will cover a class more than once in a period of one month unless all other options have been used. Non-teaching, bargaining unit members within the building are Counselors, Head Teachers, and TC's. Paraeducators who are teacher-certified may be used to cover classes in an emergency but no more than once in any month unless all other options have been used.

Principals have the option of calling teachers back from meetings when there is a shortage of substitute teachers.

ARTICLE V – TEACHER ASSIGNMENTS *(Continued)*

An attempt will be made to insure that substitute shortages will be rotated so that any one building at each level will not be in emergency substitute situations more than another. Building principals and assistant principals may cover classes when, by their determination, the situation warrants. At the principal's discretion, he/she may contact the Personnel Office to request assignment of other certified staff including administration and coordinators. The District will provide the Association President with a monthly report that indicates the number of substitute positions that went unfilled in each building. If the report shows a high number of unfilled positions in any building, the District and Association will meet to find alternative solutions to address the problem.

- d. All Elementary Fine Arts Physical Education Staff (FAPES) shall:
 - 1) Report to the office secretary each time they teach a "divided class" due to lack of a substitute.
 - 2) Each FAPES teacher shall also report to the office secretary any additional non-scheduled prep time.
 - 3) Unassigned instructional time (beyond 330 minutes of prep time per week, excluding any prep time in blocks of ten minutes or less) will also be reported.
 - 4) The district shall create a form for such reporting.
 - 5) There will be a monthly reconciliation of all time reported in numbers 1, 2, and 3 above.
 - 6) FAPES teachers will be paid according to the schedule in Article XXVII, Section K, at the end of the school year for the total amount of time spent teaching "divided classes", less any extra preparation time over the regularly scheduled amount (per 2 and 3 above).

All teachers subbing for another teacher shall be compensated as stipulated in Article XXVII, Section J.

ARTICLE VI PROMOTION AND TRANSFERS

- A. Teachers shall have the opportunity to apply for those district vacancies for which they are certified and qualified. Language that pertains to promotion and transfers of non-tenured track teachers can be found in Appendix III of this agreement.
- B. A vacancy of any professional position in the district shall be publicized by giving written notice to the Association and providing for the posting of such in every building.
- C. All positions shall be posted for a minimum of five (5) calendar days prior to the filling of such vacancies.
- D. All Walled Lake teachers who submit applications for positions within the system will be interviewed and receive consideration with other applicants. Vacancies shall be filled on the basis of experience, competency, qualifications and other relevant factors. For the purpose of this section, vacancies shall be defined as those positions which remain open after the annual staffing procedure or which occur during the school year.
- E. Prior to transferring, a good faith effort will be made by the administration to meet staffing and/or program needs by soliciting qualified volunteers. A volunteer would not be disqualified from a position as long as he/she volunteers to be trained (if necessary) or a waiver can be obtained. The upcoming transfer(s) will be discussed with the potential transferee(s) prior to the final decision.
- F. It is agreed that all teachers should have the opportunity to be considered for reassignment or transfer to a different class, building or assignment. Teachers desiring such consideration should file their requests with the Superintendent of Schools before March 1 of each year. The requests shall set forth their reasons for transfer and the school, grade, or assignment sought. Reasons that are private or personal need not be reduced to writing, but shall be communicated orally to the Director of Personnel. Requests of this nature that are on file shall be the first reviewed when openings occur.

Requests of this type shall be renewed each year by the teacher to assure active consideration.
- G. Teachers desiring a return to their former position in their former building, shall file a written request with the Director of Personnel by March 1st of each year. Vacancies shall be determined by the administration after all internal building reassignments have been determined.
- H. All teacher promotions and transfers shall be made without regard to sex, age, race, height, weight, national origin, color, religion, military service, marital status or handicap.
- I. In the event that it becomes necessary to close a building(s), teachers in the affected building(s) shall submit a written placement request to the Director of Personnel detailing their specific three grade level placement preferences in descending order and building preferences in descending order. This letter requesting placement shall be submitted to the Director of Personnel no later than fifteen (15) calendar days after the official actions of the Board of Education to close said building.
- J. Teachers who hold less than full-time positions shall be given consideration to become full-time teachers if there are vacancies for which they are certified and qualified. Teachers who wish to remain on a less than full-time schedule may do so by notifying the district by March 1.

ARTICLE VII PROTECTION OF TEACHERS

- A. The Board has a responsibility to give reasonable administrative encouragement, support and assistance to teachers in order for them to perform their roles as effective teachers. Language that pertains to the protection of non-tenured track teachers can be found in Appendix III of this agreement.
- B. The teachers have a responsibility to give reasonable encouragement, support and assistance to administration in order for them to perform their roles as effective administrators.
- C. Classroom teachers shall bring to the attention of their immediate supervisor any special circumstances which may, in the professional judgment of the teacher, need special consideration. This is to provide an opportunity for teachers to be heard when they feel there is a special need relative to a child's emotional, physical or mental abilities which has an adverse relationship upon the learning of that child or the rest of the class, or casts an unrealistic burden upon the individual teacher. Whenever it appears that a particular child requires the attention and action of further professional personnel, the following action will be taken:
1. Informal discussion between the teacher and the immediate supervisor will be held to ascertain the nature of the problem and possible remedies.
 2. If the student's problem persists, the problem will be brought to the attention of the immediate supervisor in writing and shall include a written summary describing the student's problems. A careful review shall be made of all pertinent data and the parties shall agree upon a course of action. The supervisor shall prepare a written report of the agreed course of action and the teachers shall receive a copy within two school days.
 3. If this report requires the service of the Special Services Department, the following procedures shall be observed:
 - a. The classroom teacher, supervisor and/or counselor shall jointly complete the special education referral form, attach it to the written report, secure parental signature on the Parent Request for Special Services Form and forward it to the Director of Special Services. A copy of the Special Services Handbook will be provided to the parent and a copy of the referral form will be placed in the child's CA-60.
 - b. The Director of Special Services shall schedule an examination within twenty (20) school days. In cases of extenuating circumstances, this deadline may be extended by ten (10) school days by notifying all concerned in writing of the circumstances. It shall be the supervisor's responsibility to notify the teacher of the examination date.
 - c. In cases where the referral source is other than the classroom teacher, the principal shall advise the teacher of the fact prior to forwarding a referral to the Director of Special Services.

ARTICLE VII – PROTECTION OF TEACHERS *(Continued)*

- d. After the examination, it shall be the responsibility of the examiner to schedule a personal interpretation conference with the teacher and supervisor within ten (10) school days following the examination date. In the event a child does not qualify for special education placement, the teacher shall receive all possible advice and assistance from other personnel relative to the needs of the child. In circumstances where a child qualifies for special education placement, but placement is not immediately available, the child shall be placed on a waiting list and the teacher shall receive all possible advice and assistance from other professional personnel relative to the needs of the child. In computing class load, the child awaiting placement shall be counted as two (2) students.
 - e. A note (uniform district-wide) shall be placed in the CA-60 if a student has been evaluated by the Special Services Department. A copy of the evaluation shall be available in the building for teacher review upon request.
- D. A teacher may send a pupil from his/her class to the office of an administrator when the conduct of said child is, in the professional judgment of the teacher, detrimental to the educational process within that classroom. In such cases, the teacher will furnish the administrator with a verbal explanation of the incident as soon as possible. The administrator will be provided with the full particulars of the incident in writing as soon as the classroom responsibility of the teacher permits, but in no case shall it be later than the end of the school day. It is recognized that the ability of the administrator to deal adequately with the child who has been sent to the office depends on the administrator's ability to secure from the classroom teacher a full and accurate report of the behavior, which necessitated a child being removed from the classroom. The administrator, after reviewing the situation and taking appropriate action, shall inform the teacher of the action taken before returning the child to class. Chronic attendance problems shall be handled in a like manner.
- E. Any case of an assault upon a teacher as a result of his/her professional responsibility shall be promptly reported to the immediate supervisor, who shall in turn report it to the Superintendent. The Board shall provide legal counsel for the teacher with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Uniform procedures for reporting suspected cases of child abuse shall be communicated in writing to all teachers within one (1) month of school opening each year, with copies forwarded to the Association.
- F. If a teacher is sued as a result of his/her employment, the Board shall provide legal counsel except in those situations where the Board of Education acts as a plaintiff. If a teacher is complained against as a result of his/her employment, the Board shall provide legal advice. Nothing within this section shall prohibit the Board from extending further assistance to any teacher relative to such situations.
- G. The Board shall reimburse teachers in real value for any loss, damage or destruction of personal property of the teacher which is being used by the teacher in connection with his/her professional duties or responsibilities in the school. To gain this protection, the teacher must have the authorization of his/her immediate supervisor to bring said property to school. If said property is left overnight, it must be in a place designated by the immediate supervisor.

ARTICLE VII – PROTECTION OF TEACHERS *(Continued)*

- H. After a period of four (4) years, the teacher may request to remove disciplinary materials from either the teacher's personnel file or memorandum files, providing that there has been no substantiated recurrence of the incident, which led to the written record.
- I. If the teacher disagrees with the written record, he/she shall have the opportunity to attach a letter of dissent. Whenever an immediate supervisor conducts a hearing concerning alleged deficiencies in professional performance, the teacher shall have the opportunity to request the presence of an Association representative.
- J. Neither the Board nor the Association will engage in any conduct toward teachers which is constituted as prohibited discrimination under applicable state or federal law.
- K. The Board shall not permit any person to change a grade given to a pupil by a teacher unless one of the following occurs:
 - 1. The teacher who gave the grade agrees to change the grade.
 - 2. A majority of a panel consisting of three teachers selected by the Association, a Board member and the Superintendent or designee approves a grade change.

If the panel determines to change the teacher's grade, the teacher may appeal the change to the Board of Education.

- L. If, in the judgment of the building principal and special education staff, it is anticipated that a student's I.E.P. might result in unusual program scheduling or necessitate unique arrangements regarding personnel or equipment, the general education teachers who might be impacted by such placement will be invited to attend the I.E.P.C.
- M. After receiving training (on school time) in administration of the needed medical procedures, the teacher may elect not to perform the procedure for the student. Upon the written request of parent(s) or guardian(s) and the receipt of written instructions from the student's attending physician, a school administrator, a teacher, or other school employee designated by the building principal (and upon the consent of the designated employee), may dispense medication to students in accordance with procedures established by the Superintendent. Teachers shall provide medical assistance and dispense medication in emergency situations.
- N. Whenever possible, I.E.P.C.'s at the elementary and secondary level shall not be scheduled on the teacher's preparation time.
- O. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):
 - 1. All requests forwarded to the Office of Community Relations will be shared with the teacher and the Association. When known, the identity of the person(s) or organization (including the list of officers) will be shared with the teacher and the Association.
 - 2. To be honored, all requests must identify or sufficiently describe the specific public record wanted.

ARTICLE VII – PROTECTION OF TEACHERS *(Continued)*

3. Once a FOIA request is received by the Office of Community Relations, the teacher shall be promptly provided with a copy of that portion of the FOIA request which applies to him/her.
4. Unless the parties agree otherwise, and provided an extension is allowed by law, the District will notify the requesting party that timelines for disclosure will be extended for ten (10) additional business days.
5. The district shall honor all exemptions to the production of documents contained in Section 13(1) of the FOIA.
6. Within a reasonable time, the District will provide an opportunity for the teacher(s) and an Association representative (if requested by the teacher) to review the FOIA request and the document(s) requested with a representative of the District.
7. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four years old shall not be released to third parties.
8. Records relating to unsubstantiated complaints against a teacher shall not be released to third parties.
9. On any documents that are to be released under a FOIA request, all material deemed to be exempt must be redacted.
10. Nothing in this section shall prevent the district from complying with the FOIA or any other law.
11. The steps of this section, but not the release of documents, shall be subject to the grievance process.
12. The District will notify the Association when a FOIA request involves a former member(s) no longer employed by the District. No other steps of this process pertain to the FOIA involving such individual.

ARTICLE VIII YEARLY WORK SCHEDULE

A. The calendar for the school year 2013-14 shall be as follows:

Friday, August 23, 2013	New Teachers Report
Monday, August 26, 2013	New Teachers Report
Tuesday, August 27, 2013	New Teachers Report
Wednesday, August 28, 2013	All Teachers Report – Full Day; Professional Development PM
Thursday, August 29, 2013	All Teachers Report – Full Day; Professional Development PM
Friday, August 30, 2013	Non Report Day
Monday, September 2, 2013	Non Report Day
Tuesday, September 3, 2013	Students Report
Thursday, September 5, 2013	No School for Students or Staff
Tuesday, November 5, 2013	Professional Development Day – No School for Students
Thursday, November 14, 2013	Elementary Parent/Teacher Conferences Secondary Professional Development No School for Students
Thursday, November 28, 2013	No School for Students or Staff
Friday, November 29, 2013	No School for Students or Staff
Monday, December 2, 2013	No School for Students or Staff
Friday, December 20, 2013	Final Day for Students – Winter Break
Monday, January 6, 2014	School Resumes
Friday, January 17, 2014	Secondary – Half Day Students AM; Professional Development PM Elementary Students Attend Full Day
Monday, January 20, 2014	MLK–Records, Non Report Day – No School for Students
Friday, February 14, 2014	Final Day for Students – Mid Winter Break
Monday, February 24, 2014	School Resumes
Tuesday, March 4, 2014	Professional Development Day / MME – No School for Students
Friday, March 21, 2014	Professional Development Day – No School for Students
Friday, April 4, 2014	Final Day for Students – Spring Break
Monday, April 14, 2014	School Resumes
Friday, April 18, 2014	No School for Students or Staff
Friday, May 23, 2014	No School for Students or Staff
Monday, May 26, 2014	No School for Students or Staff
Wednesday, June 11, 2014	Final Day for Students (1/2 Day)
Thursday, June 12, 2014	Last Day Teachers

185 New Teacher Days
182 Teacher Days
170 Student Days

ARTICLE VIII – YEARLY WORK SCHEDULE (Continued)

B. The calendar for the school year 2014 -15 shall be as follows:

Friday, August 22, 2014	New Teachers Report
Monday, August 25, 2014	New Teachers Report
Tuesday, August 26, 2014	New Teachers Report
Wednesday, August 27, 2014	All Teachers Report – Full Day; Professional Development PM
Thursday, August 28, 2014	All Teachers Report – Full Day; Professional Development PM
Friday, August 29, 2014	Non Report Day
Monday, September 1, 2014	Non Report Day
Tuesday, September 2, 2014	Students Report
Thursday, September 25, 2014	No School for Students or Staff
Tuesday, November 4, 2014	Professional Development Day – No School for Students
Thursday, November 13, 2014	Elementary Parent/Teacher Conferences Secondary Professional Development No School for Students
Thursday, November 27, 2014	No School for Students or Staff
Friday, November 28, 2014	No School for Students or Staff
Monday, December 1, 2014	No School for Students or Staff
Friday, December 19, 2014	Final Day for Students – Winter Break
Monday, January 5, 2015	School Resumes
Friday, January 16, 2015	Professional Development Day – No School for Students
Monday, January 19, 2015	MLK–Records, Non Report Day – No School for Students
Friday, February 13, 2015	Final Day for Students – Mid Winter Break
Monday, February 23, 2015	School Resumes
Tuesday, March 3, 2015	Professional Development Day / MME – No School for Students
Thursday, April 2, 2015	Final Day for Students – Spring Break
Monday, April 13, 2015	School Resumes
Wednesday, May 6, 2015	Secondary – Half Day Students AM; Professional Development PM Elementary Students Attend Full Day
Friday, May 22, 2015	No School for Students or Staff
Monday, May 25, 2015	No School for Students or Staff
Wednesday, June 10, 2015	Final Day for Students (1/2 Day)
Thursday, June 11, 2015	Last Day Teachers

185 New Teacher Days
182 Teacher Days
170 Student Days

ARTICLE VIII - YEARLY WORK SCHEDULE *(Continued)*

C. All teachers will be responsible for participating in professional development activities related to teaching and learning. These activities must be completed outside of the contractual work schedule. For teachers in their first year of employment in Walled Lake, these activities must be selected from the choices in the Walled Lake New Teacher Professional Activities List. All other teachers may fulfill their professional development responsibility in the following ways:

1. selecting from district approved workshops
2. approved activities relating to the Inquiry Project
3. individual or group activities which have been approved by the immediate supervisor.
4. activities relating to the mentor – protégé program

Teachers will be responsible for nine (9) hours of professional development.

D. All teachers will be required to participate in nine (9) hours of Professional Learning Community (PLC) activities outside the school day each school year.

All teachers will complete the applicable PLC Team Planning form for each PLC group and submit it to the building principal by October 1st*. The Summary Form will also be completed. The PLC forms will be available on the District network and will not be amended without prior consultation with the Association. Upon request, and in collaboration with the principal, specialized or singleton teachers at the elementary and middle schools may have the choice of earning six (6) of their nine (9) PLC hours with similar teachers from other schools or within their home schools. If the teacher(s) and principal(s) do not agree, they will meet with the Assistant Superintendent of Curriculum or his/her designee and Association President to determine the six (6) hours.

1. High School teachers will complete their professional development and PLC hours within their school's early release time.
2. Elementary and Middle School Teachers, in collaboration with the principal, will fulfill their nine (9) PLC hours as indicated below:
 - a. Identify the subject in which the teacher(s) will earn PLC hours. PLC hours must focus on student achievement as it relates to the teacher's area or support the school's high leverage instructional strategy.
 - b. Three (3) of the nine (9) hours may be used as building-wide PLC activities. These hours will not be required outside the school year.

E. Elementary fall conferences will be held 8 a.m. to 8 p.m. on one (1) day, with one compensation day provided as scheduled in the calendar. With parent cooperation, elementary teachers shall hold at least one parent-teacher conference for each child in his/her class. Part-time kindergarten teachers will be given two (2) additional half days for parent-teacher conferences. Any compensation time granted for those conferences will be taken on Monday through Thursday only.

ARTICLE VIII - YEARLY WORK SCHEDULE *(Continued)*

- F. Secondary teachers will have one (1) parent-teacher conference day to occur during the week following the first marking period. Conferences may be held the week immediately following progress reports that precede the end of the first marking period, if approved by a vote of 2/3 of the members on an individual school site basis. For the evening conference a compensation day will be earned.
- G. Teachers at the elementary shall have five (5) full student release days. One (1) full day will be a district wide in-service, one (1) full day is first semester parent/teacher conferences, one (1) one-half day will be at teacher discretion, and one (1) day devoted to DWA. The remaining time will be for School Improvement work.

The one (1) designated PD day devoted to the DWA at the elementary level will include:

1. up to 3 hours of scoring in concert with collegial discussions of the scoring;
 2. the remainder of the day is dedicated to discussions of instructional strategies to implement in light of scoring such as common design of unit lessons;
 3. The PD date will be determined by the District and the Association with consideration of deadline for report cards.
- H. Teachers at the middle school and high school shall have five (5) full student release days and one (1) one-half student release day. One (1) full day will be the district wide in-service, four (4) full days will be for School Improvement/benchmark analysis and one (1) half day will be at teacher discretion.
- I. The district will provide a minimum of one hour within the regular day on the first new teacher day each year for the Association to in-service new teachers.
- J. Part-time teachers who do not work every day will be compensated at the sub pay rate for every half-day or full day worked not in their regular work schedule.
- K. Teachers who are not scheduled to work every day and kindergarten teachers in the full day alternate day program who are part time will hold parent teacher conferences on the day they are scheduled to work nearest the all school conference day. If the all school comp day falls on a day in which the part time teacher would otherwise not be scheduled to work, those teachers will receive sub rate of pay for a full day.
- L. Part time teachers who are scheduled to work every day will earn one half day of sub pay for every half-day worked that is not in their normal work schedule.
- M. For those buildings wishing to continue a Kindergarten "Open House" tradition on the first day of school, a collaborative plan would need to be developed by the principal and kindergarten teachers.
- N. A cap of ten (10) days out of the classroom/assignment for school business will be allowed. An Association member using half (.5) days as part of his/her ten (10) day count will be charged a half day as part of the ten (10) day limit.

ARTICLE IX SCHOOL CLOSINGS

- A. In the event scheduled days of student attendance are canceled district wide because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state authorities, there shall be no obligation for bargaining unit members to report to or remain at their buildings. There shall be no penalties or deductions for any reason when school is closed in compliance with this Article. When individual schools are closed after the start of the teacher's day, bargaining unit members will also be dismissed. However, if such closings occur when student attendance on that day is less than the required 75% needed for it to be counted as a day of student attendance, and if such closings occur prior to the middle of the teachers' day, teachers may (at Board discretion) be required to schedule an additional half-day with students to meet minimum state requirements. When individual schools are closed prior to the start of the teacher's day, professional staff may be required (at Board discretion) to use this day for previously approved activities related to the job or for enhancement of professional skill. The Board assumes the responsibility of notifying the affected building staff as to whether they are to report or not. For each day that teachers are not required to report, one day shall be added to their work year (for the affected building staff only) with no adjustment in salary, compensation or other benefits provided with this collective bargaining agreement. These days are to be used for professional activities, determined cooperatively between the principal and staff, and are to be scheduled in the whole-day, half-day, or two-hour blocks at a mutually agreed upon time between the day the school was closed and the first teacher work day of the following school year. It is the intent of the parties that all bargaining unit members will work the same number of calendar days irrespective of individual building closings.
- B. If days for students must be rescheduled to meet the requirements of state law (either district wide or for individual buildings), such days will be scheduled at the end of the school year prior to the last teacher work day and equal to the instructional time lost. If an individual building loses instructional hours due to an emergency situation which occurs after the start of the student day, and hours of instruction must be rescheduled to meet requirements of state law, a previously scheduled half day may be used to recapture the lost instructional time. The half-day to be rescheduled will be determined by the individual building principal and staff with final approval resting with the Superintendent and Association President.
- The rescheduling will amend the school calendar, but shall not otherwise require an adjustment of salary, compensation or other benefits provided with this collective bargaining agreement.
- C. The Board agrees to notify teachers as early as possible of any school closing so as to prevent unnecessary travel by teachers.

ARTICLE X TEACHING LOAD

- A. The Board recognizes that one of the factors related to the quality of classroom instruction is the number of pupils assigned to any individual teacher. The Board agrees that a representative of the Board will discuss the topic of teaching load with the Association when it is evident that such a discussion might improve the morale of teachers and improve the quality of instruction in the district.

- B. The Board agrees that it is not desirable to assign more students to a building than it can adequately accommodate. When it appears that overcrowding exists, the principal and staff will discuss the problem and identify possible solutions. A statement describing the overcrowded conditions and possible solutions will then be forwarded to the Superintendent or his/her designee for appropriate action.

- C. Beginning in 2013-14, the Board agrees that it is not desirable for a kindergarten, first or second grade class to have more than 25 students. In the event the enrollment in a kindergarten, first or second grade section exceeds 28 students, the Director of Personnel may review the situation. In the event the enrollment in a kindergarten, first or second grade section exceeds thirty (30), the Board shall add a support staff person for a full student day.

- D. Beginning in 2013-14, the Board agrees that it is not desirable for an elementary class (grades 3-5) to have more than twenty-eight (28) students. In the event the enrollment in an elementary class exceeds thirty (30) students, the Director of Personnel may review the situation. In the event the enrollment in an elementary class exceeds thirty-two (32), the Board shall add a support staff person for a full student day.

- E. Beginning in 2013-14, the Board agrees that it is not desirable for a secondary class (grades 6-12) to have more than thirty (30) students in a class where there is not a special education co-teacher. In the event that the count in such a class exceeds thirty-three (33), the Director of Personnel may review the situation. In the event the count exceeds thirty-five (35) teachers shall be compensated at \$5.00 per student, per section, per day. Further, it is agreed that it is not desirable for a secondary class (grades 6-12) to have more than twenty-eight (28) students in a class where there is a special education co-teacher. In the event that the count in such a class exceeds thirty (30) the Director of Personnel may review the situation. In the event the count exceeds thirty-two (32), the general education teacher shall be compensated at \$5.00 per student, per section, per day. Band, orchestra, and vocal music, shall not be subject to this section. There shall be an average cap of forty (40) students per teacher in middle school and high school Physical Education (PE), not to exceed forty-five (45) for any single class. If the average cap exceeds forty (40), teachers shall be compensated at \$5.00 per student, per section, per day. Swimming class size shall not exceed twenty-five (25) students per adult. The staffing ratio in the secondary schools shall not be less than four (4) classroom teachers per hundred students.

Should the application of this language result in class imbalances or other circumstances which adversely affect program or students, then either the Association or the Administration may call a special conference to relieve the situation.

ARTICLE X - TEACHING LOAD *(Continued)*

- F. It is recognized by both parties that the ability to implement this article is in part governed by financial resources available to the Board of Education. In the event that adequate financial resources seem not to be available to adequately implement this article, the Association shall be notified promptly. The Association shall have an opportunity to consult with the Board, or representatives of the Board, to make recommendations concerning this problem.
- G. When problems concerning the overcrowding of sections occur, it is agreed that the school will consider as one feasible alternative the concept of split sections. In those cases where split sections are utilized, the Board agrees that the maximum size of a split section shall not exceed twenty-eight (28) students. Where split sections occur, the sending and receiving teachers shall offer, for the purpose of recommending to the principal, students for placement in the class. There shall be no grade one/grade two splits.
- H. The Board agrees that it is not desirable for the secondary guidance counselor-pupil ratio to be greater than one guidance counselor for every 250 students. In the event that enrollment exceeds a ratio of 1:350, the counselors, the principal, the Superintendent's designee and an Association Representative shall meet to study the situation to develop a plan to relieve the problem. In the event that the ratio exceeds a ratio of 1:375, the Assistant Superintendent of Schools agrees that the recommendation of the foregoing committee will be received and considered for implementation. The Board agrees not to staff below a .5 FTE when assigning counselors to a building.
- I. All elementary students identified and certified as eligible for special education services prior to the beginning of the school year will be placed with general education classroom teachers according to the particular needs of each student as prescribed in his/her Individualized Educational Plan. When possible, these special education students will be equitably placed among general education teachers of the appropriate grade level.
- This section is not applicable in situations where a special education teacher and a general education teacher are engaged in a team teaching situation.
- J. All secondary students eligible for special education services prior to the beginning of the school year will be placed with general education teachers according to the particular needs of each student as prescribed in his/her Individualized Educational Plan. Where possible, these students receiving bilingual services and students receiving special education services will be equitably placed across teams and/or sections of like classes/courses. When a special education teacher and a general education teacher are engaged in co-teaching, this expectation does not apply.
- In cases of imbalance or when single section offerings have a preponderance of special education/English language learners and the classes are not team taught, the teacher involved, an Association representative, the counselor, the Superintendent's representative and the building principal shall meet to study the situation and develop a plan to remedy the situation.
- K. It is the intent of the Board not to supplant present Special Services school psychologists and school social worker personnel with outside professionals unless required by law. This section does not apply to services offered by the State of Michigan, Oakland Schools, and other intermediate school districts, neighboring and other local school districts, and/or agencies within or outside the State of Michigan which offer unique programs or services not available in the Walled Lake Consolidated School District.

ARTICLE XI TEACHING CONDITIONS

- A. The Board and the Association recognize that the availability of adequate school facilities and equipment for both students and teachers is necessary to ensure a high quality of education. They also acknowledge that the primary duty of teachers is to teach and that the organization of the school and the school day shall be directed at ensuring that the energy of the teacher is utilized to this end.
- B. The Board shall attempt to relieve teachers of clerical responsibilities, which have little relationship to classroom responsibilities and shall make available adequate typing, duplicating, stencil and mimeograph facilities and make a reasonable effort to provide clerical personnel to aid teachers in the preparation of instructional materials.
- C. Where special education classroom teachers are provided with a paraprofessional, they shall be given an opportunity to participate in the interviewing process.
- D. Teachers shall not be required to collect and transmit money to be used for other than educational purposes. Teachers shall not be required to tabulate money, but shall exercise reasonable care for the accountability of such money.
- E. Class sponsors and club supervisors shall be responsible for the supervision of the accounts that pertain to their activities. Teachers shall not be responsible for the actual bookkeeping procedures, but the teachers have a definite responsibility to know how this money is expended and to approve each "order to draw."
- F. The Board and the Association recognize that much money is handled by classes, clubs and other school activities. To improve the supervision of these accounts, all accounts shall have use of the internal accounting procedures. No money shall be collected from students without the knowledge and approval of the building principal.
- G. Desk copies and teacher manuals shall be furnished to each teacher for each course he/she is teaching. Appropriate textbooks shall be furnished for each course which requires a text. The teacher shall exercise professional judgment and care in the use of materials provided under this section. The Board shall provide instructional and up-to-date reference materials within budgetary limitations.
- H. The Board shall make every reasonable effort to have adequate lunchroom and lavatory facilities available for the exclusive use of the professional staff and other adults authorized by the principal. In buildings where these facilities are deficient, every effort will be made to correct these as future bond issues materialize.
- I. In each building, when possible, a work room shall be provided for the preparation of instructional materials. Word processing and printing facilities shall be present in all workrooms. In each building, when possible, supplies and other equipment which is available for the preparation of instructional materials shall be centered in the workroom.
- J. The Board shall maintain an adequate communication system which will permit classroom teachers to communicate with the school office within each respective building. A telephone essentially for professional use by the teachers shall be provided so as to allow for private consultations and other matters of a private nature. This section is not intended to extend the privilege of those private calls subject to a toll.

ARTICLE XI - TEACHING CONDITIONS *(Continued)*

- K. Each classroom teacher and F.A.P.E. program shall be provided with a separate desk and locked storage space within each classroom or building where personal belongings and other approved materials will be kept. F.A.P.E. programs shall be furnished with an area to be used for preparation and consultation purposes. In elementary buildings where instructional space is available and there is a demonstrated need, the Board will utilize it for instructional purposes. Where available and possible within a building, the Board agrees to provide programs, which are involved with the direct teaching of students with storage space and facilities to meet the needs of the program. Elementary F.A.P.E. (Fine Arts and Physical Education) programs shall be given first consideration for available classrooms over non-instructional program usage. In the event that Special Services must share facilities with another program, a permanent partition with a separate entrance will be built within ninety (90) days. Whenever possible, rooms designed for testing or teaching of special education students shall be located in a quiet area. Future building additions or projects shall take these needs into consideration when designing these projects.
- L. The Board shall keep the schools properly maintained and clean according to the established standards of the district and the rules and regulations of the State of Michigan. Teachers will report all facility deficiencies which they deem to be unsafe or unhealthy promptly to the immediate supervisor. The immediate supervisor shall report back to the teacher as soon as possible the proposed solution to the problem. If the supervisor determines, based upon known circumstances, that the situation is unsafe or unhealthy, the teacher and students shall be removed from that situation as soon as possible.
- M. Normally, when an art, physical education or general music teacher is in charge of an elementary classroom, there is no need for the attendance of the regular teacher.
- N. The Board agrees that it is desirable to provide in-service and conference activities. The Board recognizes the desirability of teacher participation in determining appropriate activities. The Board agrees to provide funds for teachers who desire to attend select and approved professional conferences. Each building will be allocated a known amount of money for this purpose, and teachers will have an opportunity to discuss the use of said allocation with their immediate supervisor, with the final authorization for conference attendance resting with the central administration. Released time, travel, meals, lodging and registration fees shall be deemed appropriate expenses, which may be requested.
- O. The Board shall provide adequate paved parking immediately adjacent to each building for the use of the professional staff. Student parking shall not be allowed in this area.
- P. The district shall, at the request of the teacher, launder smocks, which the district shall provide in the following instructional areas: industrial arts, science, home economics and art.
- Q. A teacher may, during normal custodial hours, have access to specified or designated areas in his/her building upon approval of the building principal. The teacher shall assume responsibility for maintaining the prior condition of these sections.
- R. The Board agrees to establish a tentative schedule for all annual year-end deadlines for special education personnel. This shall be distributed by October first of each year.

ARTICLE XI - TEACHING CONDITIONS *(Continued)*

- S. Art, general music, physical education, media, special education, encore and elective teachers will have the opportunity to recommend an alternative professional development experience in lieu of a general education in-service scheduled for their building. Final approval will rest with the building principal.

- T. The Board agrees that it is desirable to provide equity in educational opportunities.

ARTICLE XII DAILY WORK SCHEDULE

- A. No elementary or high school teacher shall be required to report for duty earlier than five (5) minutes before the opening of the regular school day in the morning, and teachers shall be permitted to leave five (5) minutes after the close of the regular day. No middle school teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the regular school day in the morning, and teachers shall be permitted to leave ten (10) minutes after the close of the regular day. Except whenever students, by necessity, are in the building beyond these limits, it may be necessary for some teacher supervision. In this case, individual principals and their staff shall jointly arrive at a satisfactory program for supervision. In no case shall this program call for the last to remain in the building for more than seven and one-half (7-1/2) hours from the time the first teacher is to report. Deviations from this Section and Section C, Article XII, shall be by mutual agreement of the Board and the Association and shall be limited to specific positions. Teachers are encouraged to arrive and remain for sufficient periods before and after the students' day to attend to those matters which properly require attention at those times.
- B. All teachers in the elementary, middle and senior high schools shall have a duty-free, uninterrupted lunch period of not less than thirty (30) minutes. Elementary teachers who transport students to and from lunch shall have a lunch period equal to forty (40) minutes including a duty free uninterrupted lunch period of not less than thirty (30) minutes.
- C. The daily teaching load in the middle school will be six (6) teaching periods and one (1) individual preparation period and one (1) team planning period. It is understood that the six teaching periods will be blocked for the core (academic) teachers. In the senior high school, the daily teaching load will be five (5) teaching periods and one (1) unassigned preparation period. Assignment to supervise study periods or other student supervision shall be considered a teaching period with the exception of homeroom periods.
- D. The parties agree that any high school schedule will include five-sixths (5/6) teaching load and one-sixth (1/6) preparation period.
- E. All full time elementary teachers shall be guaranteed three hundred (300) minutes of planning preparation and relief time per week. During this time a sixty (60) minute grade level block will be created for grades 1-5 and if possible, kindergarten. During the sixty (60) minute block, forty-five (45) minutes will be used for collaborative grade level planning and analysis. Except when notified in advance by the principal, the grade level team will determine the use of this time. Once monthly, when notified in advance, the principal, staff development department, or curriculum coordinators may use the full sixty (60) minutes for assessment literacy in-service. The planning, preparation and relief time shall include at least four (4) planning periods of not less than thirty (30) minutes duration. Planning periods will begin on the first student day, except media specialists will not begin providing relief until the first Monday of the school year. Buildings will devise a way to provide teacher planning during this time. For the purpose of scheduling the three hundred (300) minutes of planning and preparation for FAPES teachers, time must be in blocks of no less than twenty (20) minutes. Any additional planning and preparation may be in any time blocks unless the teacher and the principal agree to an alternate schedule. The Association agrees that upon request of the Board, this section shall be reopened to negotiate a Letter of Understanding relating to media specialists providing relief time during the first week of school in 2010-11.

ARTICLE XII - DAILY WORK SCHEDULE (Continued)

- F. All teachers who administer benchmark assessments will print the item analysis Mastery Manager report after each assessment and report to their respective team and/or department. The item analysis report will be used to determine areas of student mastery and non-mastery at each applicable grade level or course. The analysis of this report should help teachers to determine staff development needs, resource needs, the need for test item revision, pacing of instruction, modification of instructional delivery and the need to differentiate instruction for individual students. These activities will be carried out during block planning time for the elementary staff, team planning for the middle school staff and the designated half days for the high school staff. The results of benchmark assessment analysis may necessitate change in instructional practice; however, the intent of benchmark assessment analysis is to examine student achievement and instructional practice.
- G. Personnel will be provided to supervise students during scheduled teacher relief and lunch periods in the elementary schools. In an emergency, whenever such supervision is temporarily not available and it is determined by the principal and the teacher involved that assistance is required from the teaching staff, the teachers will be reimbursed at the rate provided for in Article XXVII, Section K.
- H. No teacher shall be assigned a non-paid extra-curricular activity without his/her permission except that teachers recognize that there may be various responsibilities within the framework of the school that necessitate their involvement beyond the normal day. When no volunteers are available for these assignments, they shall be made on a rotating equitable basis.
- I. No teacher shall be required to take an after-hours professional assignment or an extended contract without his/her consent, provided that the Board shall have the right to negotiate with the Association to require extended contracts for a special group of teachers.
- J. Total building faculty meetings before, after or during the teachers' working day shall not be scheduled at the secondary level more often than eleven (11) times per year except in an emergency situation. At the elementary level, there shall be ten (10) such meetings excluding the month of December. These meetings shall not exceed sixty (60) minutes in length, except that one (1) meeting may be scheduled for ninety (90) minutes. Any voluntary, non-emergency staff meetings called by the principal are for discussion purposes only and cannot result in any action which binds the entire staff. These meetings shall not be called without at least forty-eight (48) hours notice except in an emergency situation. An emergency situation shall be defined as any unforeseen combination of circumstances beyond the control of the immediate supervisor necessitating immediate action. Any meeting with total building staff called by the Principal for purposes of curriculum planning or to discuss matters normally handled in faculty meetings shall be deemed to account for one of the eleven meetings. Mandatory building meetings will not be held in the afternoon of the last workday for teachers.
- K. All teachers are required to be present at a fall curriculum/open house as well as one other parent/teacher/school event where the presence of staff is desired. Since most schools schedule more than two school events throughout the course of the school year, it is agreed that the building principal and his/her staff shall work together to determine a schedule which may provide for professional attendance at all events. In no case, and only when volunteers cannot be secured, shall a teacher be required to attend more than three (3) meetings.

ARTICLE XII - DAILY WORK SCHEDULE *(Continued)*

- L. Teachers are expected to use released-time and preparation-time in a professional manner. During periods when teachers are not directly supervising students, they may leave the building provided they sign out when they leave and sign in when they return and have their principal's permission.

ARTICLE XIII LEAVES

- A. The Board shall make available to every teacher an unlimited accumulated leave bank for the use of that teacher only. The following will be legitimate reasons for the teacher to draw on this bank of leave days:
1. Personal illness of the teacher.
 1. Illness in the immediate household of the teacher if it is necessary for this teacher to attend to the needs of the individual who is ill. Immediate household is defined as mother, father, husband, wife and children who reside within the household.
 3. Absence will be allowed if there is a critical illness in the family of the teacher.
 4. Absence for up to six (6) weeks for adoption of a child.
 5. Time shall be allowed to attend the funeral of a person whose relationship to the teacher warrants such attendance. The teacher will be allowed to make this determination.
 6. Two (2) days (based upon their daily average schedule) per year shall be allowed for business of a personal nature that cannot be conducted outside of the normal school day for a full time teacher. Less than full time teachers will be allowed to use two (2) days equivalent to their average daily work schedule. Such days or hours shall not be taken before or after a holiday, or vacation, teacher's first or last workday, students' first or last five days of school or on scheduled in-service days. Forms to be used in requesting the personal leave day will be available in each building. No reason for a personal leave day will be required. The form shall be returned to the principal three (3) days prior to the requested personal leave day. The only reason for denial of the personal leave day will be too many requests within the district or a particular building on any given day.
 7. When the teacher cannot report to work because of an emergency (circumstances outside of his/her control), absence with pay shall be granted providing the nature of the situation denotes an emergency and providing that written request for the recognition of such absences as an emergency be made to the Director of Personnel. In the event the request is denied, the teacher may initiate a written appeal to the Superintendent. The Superintendent shall inform the teacher of his/her decision concerning the appeal within five (5) school days.
 8. Teachers may also apply for time off necessitated by compelling personal reasons which cannot be arranged outside of school hours. Such requests shall be directed to the Director of Personnel, in writing, at least five (5) school days in advance of the leave date(s) requested. In the event the request is denied, the teacher may initiate a written appeal to the Superintendent. The Superintendent shall inform the teacher of his/her decision concerning the appeal within five (5) school days. Time lost because of absences due to reasons listed in 1 through 7 above will be deducted from the total number of leave days or hours accumulated. The only maximum limit to these types of absences would be the number of days or hours that the teacher has accumulated in his/her leave bank.

ARTICLE XIII - LEAVES *(Continued)*

- B. In the event of the death of a teacher's spouse, children, parents, mother/father-in-law, brother, sister, grandparents/grandparents-in-law, grandchildren and/or brother/sister-in-law or any person living in the same household, the teacher shall be given bereavement leave of up to three (3) days. Such days shall not be deducted from the teacher's accumulated leave. Additional bereavement days may be granted, not to exceed five (5), and will be deducted from the teacher's accumulated leave bank.
- C. Less than full time teachers will be credited with accumulated leave days or hours in the same manner as full time teachers and shall also be docked leave days or hours in the same manner as full time teachers. Each leave day or hours will equal the average daily work schedule. Shared time or part-time teachers who work a full day, but not every day, will use two leave days when absent a full day.
- D. The school calendar now provides for holiday periods for the major Christian holidays and two Jewish holidays that fall within the work week (beginning in 2012-13). A teacher whose religious holiday(s) fall on a regularly scheduled work day and observance or practice of which would require absence from work, may request up to two (2) days per school year of paid leave. These days shall be deducted from the teacher's accumulated leave unless the teacher notifies the Personnel Office by the preceding July 1 of his/her intention to make up the days during a time when school is not in session providing the teacher's supervisor is working. The professional activity of the day(s) will be determined by the teacher but must be approved by the teacher's supervisor.

Make-up days will be allowed to occur after the fact, only in the case of new teachers hired July 1 or after, who did not have the opportunity to schedule make-up days prior to the absence for the holidays. Those wishing to do so will make arrangements with their supervisor to make-up the time during a time when school is not in session, provided that the teacher's supervisor is working. All requests must be received in the Personnel Office by September 10 of the teacher's first year.

- E. Each full time teacher shall be credited with eleven (11) leave days (based upon their daily average schedule) at the beginning of the school year. Less than full time teachers will use days equal to full time teachers but have their hours equal to their average daily work schedule. The total accumulation will be on an unlimited accumulative basis. Teachers on an extended work day will be credited with ninety-three and one-half (93.5) hours and will be docked eight and one-half (8.5) hours of leave time for each full day missed. The teacher will be held harmless for the difference in the length of the work day beginning with the 2005-2006 school year.
- F. A teacher who is called to jury duty shall receive the difference between his/her regular salary and the jury fees with no loss of accumulative leave. If the teacher's presence in the classroom is considered imperative, the Board may submit a letter of request for deferral or exemption of said duty.
- G. A teacher who is subpoenaed as a witness in a court case arising out of their job duties may appear without loss of accumulated leave. A copy of the subpoena shall be submitted to the immediate supervisor upon receipt by the teacher.

ARTICLE XIII - LEAVES *(Continued)*

- H. A sick leave bank shall be established jointly by the Association and the Board to provide for the possibility of extended protection for individuals who are members of the sick leave bank who have exhausted all personal time available and are unable to perform their professional responsibilities because of personal illness or disability.

Members new to the bargaining unit shall deposit hours equal to two (2) days (based upon their daily average schedule) to the bank from his/her individual bank upon initial employment. Beginning September 1995, any current employee who did not join the sick bank during their first year of employment and now wishes to join the sick bank must contribute hours equal to two (2) days (based upon their current daily average schedule) plus all days or hours assessed since the 1983-84 school year or their year of employment if hired after 1983-84. Eligible employees may contribute more than two (2) days (thirteen hours) should they so desire. In order to maintain the sick leave bank, every current member shall be assessed one (1) day according to their daily average schedule prior to the second pay in October. Additional assessments shall be made of all sick leave bank members when the sick bank committee determines that there is a need for a special assessment. The number of days assessed in replenishing the sick leave bank shall be determined by the sick leave bank committee, but in no event will the assessment exceed two (2) days for each assessment. The Board will assist in the maintenance of the bank by contributing hours equal to two (2) days according to their daily average schedule for each new bargaining unit employee. Beginning with the 1994-95 school year, any member using more than fifteen (15) days from the sick bank will be responsible for repaying those days or hours at a rate of two (2) days per year (based on their daily average schedule) until all days or hours are repaid or the member terminates employment with the district. The two days will be deducted from the second pay period of each school year. Less than full time members will repay the hours equal to two (2) days based on their daily average schedule. If a sick bank member terminates service with the district and still owes days to the sick bank, the remaining days owed will be paid to the bank prior to the member being paid out for any unused sick days as agreed to in Article XXVII; Section M.

A committee of four (4) members, two (2) appointed by the Association and two (2) appointed by the Board, shall govern the use of the bank.

Coverage from the bank may be requested immediately upon the exhaustion of the teacher's accrued sick days. The sick bank committee shall not dispense days until eighteen (18) school days according to their daily average schedule after the onset of the teacher's immediate illness and exhaustion of the teacher's sick leave accrual. If the teacher has less than an eighteen (18) day accrual of sick days to meet their daily average work schedule, he/she will receive dock days during the waiting period. The committee shall review the merits of each case, and all requests for use from the bank shall be approved by at least three (3) members of the committee. The committee shall have the right to request medical reports to validate illnesses or disability and to request explanation of previous use of leave days.

Less than full time teachers will also have an eighteen (18) day waiting period with each day equivalent in hours to their average daily work schedule.

ARTICLE XIII - LEAVES *(Continued)*

The committee has the power to establish its operation procedures, which will be provided to all members of the bank by the third week of the school year, and/or whenever any changes are made in the procedure. Decisions of the committee shall not be subject to the grievance procedure. It is understood that only those bargaining unit members who contribute days for initial membership and replenishment of the bank shall be eligible to use the sick leave bank. Any bargaining unit member may choose to withdraw from the bank by notifying the Sick Bank Committee in writing.

Permanent substitutes (as defined in Article I, Section F) shall not be eligible to join or use the Sick Bank.

In no case shall days previously donated be returned.

The Board shall incur no liability for days owed to the bank.

- I. Any teacher shall be covered by the applicable Workers' Compensation Laws. The Board agrees that a teacher who is injured during the performance of his/her duty shall receive Worker's Compensation. In addition to his/her Worker's Compensation, he/she shall receive an amount to be paid by the Board sufficient to make up the difference between Worker's Compensation and his/her per diem rate. In such cases, sick leave days computed on the same basis, as the prorated portion of the Board's obligation under Worker's Compensation shall be charged against the teacher's existing sick leave days. Whenever the teacher's sick leave days have been exhausted, the compensation shall be only that which the teacher receives under Worker's Compensation. At such time as the employee returns to work, his/her accumulated leave will be restored to a level equal to that at the onset of the approved Worker's Compensation claim.
- J. Teachers who are eligible to receive benefits under the District's Long Term Disability Program are not eligible to receive pay under this Article.
- K. Beginning with the 2001-2002 school year, members of the sick bank who have accumulated nineteen (19) or more leave days will not be required to deplete all of their accumulated leave prior to use of the sick bank. Rather, the member may elect to set aside one day for every accumulated day over eighteen (18) up to a limit of five (5) days. Such days would be available for use upon the member's return to work. Notification of intent to set aside days must be made to the sick bank committee at least ten (10) school days prior to use of the sick bank. Use of this provision is subject to the following:
 - 1. Only members of the sick bank are eligible to set aside days.
 - 2. Set aside days will only be returned to the member in the school year in which the use of the sick bank is initiated and then may be used by the member in any year. If the member does not return to work prior to the end of that school year, the set aside days will be returned to the sick bank.
 - 3. A sick bank member who begins a school year on a paid leave in the waiting period for sick bank will be credited with that year's allotment of leave days and be able to use them towards eligibility for the set aside days.
 - 4. A sick bank member who begins the school year using the sick bank from the previous year will be issued that year's leave day allotment upon his/her return to work that year and is not eligible to set aside further days.

ARTICLE XIV LEAVE OF ABSENCE

- A. An unpaid leave of absence of up to one (1) year will be granted to any teacher for the purpose of participating in any exchange teaching program in other states, territories or countries, participating in the Peace Corps, or participating in the Teacher Corps or Job Corps. This leave of absence may be extended upon request of the teacher for an additional one (1) year. Each of the above activities shall be deemed as teaching experience, and said credit may be transferred back to the Walled Lake District upon return of said teacher. Nothing contained in this section shall be construed as requiring the Board to accept any exchange teacher to teach in the Walled Lake Consolidated Schools.

- B. An unpaid military leave of absence shall be granted to any teacher who shall be inducted, or shall enlist, for military duty in any branch of the Armed Services of the United States, and up to two (2) years of credit on the salary schedule shall be granted for such experience. Further, the Board will provide Board paid health insurance to those teachers called up for military service in the following manner: Depending on the date of call-up the teacher will receive a minimum of one month coverage. The teacher will then be covered (if eligible) by the MESSA military coverage program for three months to one year. Then the Board will match that coverage. However, in no case will a teacher receive less than seven (7) months coverage. Should the teacher still be in active duty status upon the end of this coverage, the Board and Association will meet to consider all options, with the goal being to provide full coverage to the teacher while on active duty. This credit for military experience is only available to those Walled Lake Teachers who shall have their Walled Lake tenure interrupted by military service.

- C. An unpaid leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, an elected public position.

- D. A teacher may draw on her accumulated leave bank for a period of disability as a result of hospital confinement or for complications arising from her pregnancy. The teacher will return to work as soon as she is medically certified as physically able to perform all of the duties and functions of her position.

In any event, teachers using accumulated sick leave must provide to the Director of Personnel medical certification for the disability period. Extensions of sick leave used beyond the initial disability period will require further written medical certification submitted to the Director of Personnel. Subsequent to this period of disability, the teacher may request additional unpaid leave time in accordance with Section E as follows:

- E. A one (1) year unpaid leave of absence for the purpose of child care shall be granted to a teacher providing a written request is submitted to the Director of Personnel at least thirty (30) calendar days prior to the commencement date of the requested leave. If the unpaid leave (including FMLA) begins on or prior to Martin Luther King Day, then the balance of the current school year will constitute one year for the purpose of this section. If the unpaid leave (including FMLA) begins after Martin Luther King Day, the teacher will be eligible for two (2) full years of child care leave in addition to the remainder of the current school year. A second year of unpaid child care leave may be granted upon written request to the Director of Personnel by March 1st prior to the conclusion of the initial year of child care leave. A child care leave will be subject to the provisions of Article XIV, Section I.

ARTICLE XIV - LEAVE OF ABSENCE *(Continued)*

- F. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to a one (1) year period. A second year of leave may be granted.
- G. Tenure teachers may be granted, upon request, a year's unpaid leave to attend an institution of higher learning.
- H. A one (1) year unpaid leave of absence may be granted upon written request of the teacher.
- I. Whenever practical, leaves of absence will be made to coincide with the school year. A teacher returning from a leave of absence shall inform the Director of Personnel no later than March 1 preceding the school year of the intended return. Failure to provide such notice to the Director of Personnel shall be deemed a voluntary quit, providing the Board has:
 - 1. Notified the teacher, in writing, at the last known address at the time of approval of the leave that notices of return must be made by March 1.
 - 2. Notified the teacher by February 1, in writing, at the last known address of the need to provide notice of intent to return.
 - 3. Notified the Walled Lake Education Association, in writing, at least ten (10) school days prior to March 1 of any teachers who have not yet provided notice.

For leaves expiring mid-year, a teacher intending to return shall notify the district in writing at least thirty (30) days prior to the leave's expiration. The district shall notify the Association, in writing, at least five (5) days prior to the leave's expiration date. It shall be the responsibility of the teacher to keep the district and the Association apprised of his/her current address. Salary credit shall not be granted for time encompassed by the leave. Upon return, the teacher shall be placed on the appropriate salary step. In the event a leave of absence occurs during the school year, the teacher will be granted one-half (1/2) year experience credit for each semester in which a majority of the semester was worked.

- J. In all leaves set forth above, accumulated leave days at the time of leaving shall be maintained.
- K. Any teacher on leave may continue his/her health insurance benefits by prepaying quarterly the normal per subscriber group rate premium for such benefits to the Board.
- L. Family and Medical Leave:
 - 1. All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid and unpaid, depending on the circumstances and as specified in this Section. Such leave will be granted only for one or more of the following reasons:

ARTICLE XIV - LEAVE OF ABSENCE *(Continued)*

- a. For the birth of a child and in order to care for that child, provided that the leave must conclude before the child's first birthday.
 - b. For the adoption of a child or the placement of a foster child in the employee's home, provided that the leave must conclude within twelve (12) months of the adoption or placement.
 - c. To care for a spouse, child or parent who has a serious health condition.
 - d. Due to the employee's own serious health condition.
2. Eligibility Requirements:
- a. In order to be eligible for a family and medical leave, an employee must be employed by the District for at least twelve (12) months prior to the commencement of the leave and must have worked at least 1250 hours during that prior twelve (12) month period.
 - b. All requests for family or medical leave must be submitted in writing to the Personnel Office at least thirty (30) days prior to commencement of such leave, except where the need for the leave is not foreseeable and thirty (30) days notice is not possible. In that event, notice shall be given as soon as is practicable.
 - c. If an employee fails to provide thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave request may be delayed until at least thirty (30) days from the date the District receives proper notice.
 - d. Where the necessity for leave is due to the serious health condition of a family member (as defined in Paragraph 1 of this Section) or the employee, and the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the work schedule or operations of the District.
 - e. Entitlement to twelve (12) weeks of leave will be measured by a "rolling" twelve (12) month period. Each time you take FMLA qualifying leave, the remaining leave entitlement will be the unused balance of twelve (12) weeks during the immediately preceding twelve (12) months.
3. All requests must set forth specific reasons for the requested leave. A request based upon a serious health condition of a family member or the employee must be supported by written certification of a reputable physician or health care provider. Such certification must be provided to the Personnel Office within fifteen (15) days of the request, if possible, or the employee must provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. The written medical certification must contain the following:
- a. The date the serious health condition began.
 - b. The expected duration.

ARTICLE XIV - LEAVE OF ABSENCE *(Continued)*

- c. The appropriate medical facts regarding the condition, the diagnosis and a brief statement of treatment.
 - d. If the leave is for the care of a spouse, child or parent, the certification must include a statement that the patient requires assistance and that the employee is necessary to provide such assistance, as well as an estimate of the amount of time such need will continue.
 - e. If the leave is based upon the employee's own serious health condition, the certification must include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position.
4. A family and medical leave may be used intermittently or on a reduced schedule if leave is taken to care for a spouse, child or parent or due to employee's own serious health condition. Prior to taking leave, the employee should try to reach agreement with the Personnel Office regarding the time for intermittent leave or working of a reduced schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary, and the District may require certification of the medical necessity. The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate (or even eliminate the need for) intermittent leave or a reduced schedule.
 5. A family or medical leave may be paid or unpaid at the request of the employee. If an employee elects to use paid leave for childcare, the leave must be paid for the entire FMLA period or until all paid leave is used. If the employee uses up all paid leave, the remainder of the twelve (12) weeks of leave will be unpaid unless the employee is eligible for paid leave from the sick bank.
 6. While an employee is on leave, the District will continue the employee's health benefits during the leave at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the District will require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period. For employees obligated to pay a portion of the insurance premium through payroll deduction, all such payments shall be made directly to the Business Office no later than the 25th of the month for insurance coverage for the subsequent month. In the event an employee fails to make such direct payments and the District makes such payments on their behalf, the employee will be obligated to reimburse the District as soon as possible after the leave for all such amounts.
 7. The FMLA contains special rules for instructional employees who seek leave near the end of an academic term. "Instructional employees" include teachers, coaches, driving instructors and special education assistants, but does not include teacher assistants and counselors. The purpose of the special rule is to avoid undue disruption to students.

If the special rules apply, the District may require an instructional employee to remain on leave until the end of the semester/term. The District may require that an employee who has requested intermittent or reduced schedule leave take such leave in a block of time, or the District may temporarily transfer the employee to another position.

ARTICLE XV SABBATICAL LEAVES

- A. Sabbatical leaves for study and research may be granted by the Board to teachers who have completed seven (7) years of service. Such sabbatical leaves shall be in recognition of significant service through teaching and for the purpose of encouraging scholarly achievement, which contributes to the professional effectiveness of members of the staff and the value of their subsequent service to the school system.
- B. A sabbatical leave may be granted for one (1) semester or one (1) full year. Each teacher on sabbatical leave shall receive one-half (1/2) of the pay he/she would otherwise receive during the period of the sabbatical leave as well as all fringe benefits. A teacher on sabbatical leave shall not render service for compensation in another educational institution, provided however, that this shall not preclude the acceptance of a fellowship or other assistance in research. In calculating the number of sabbatical leaves, a sabbatical leave for one (1) semester shall be considered as a leave for one-half (1/2) person.
- C. Application for a sabbatical leave shall be made in writing not later than February 1 preceding the school year for which the leave is desired. The application must be accompanied by a statement of a well-conceived plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and to the best interests of the school district. Generally speaking, sabbatical leaves will not be granted for the purpose of obtaining a Masters Degree. Said applicant shall contain a detailed analysis of the program the individual teacher plans to pursue during his/her sabbatical absence. No changes in this program shall be made without the consent and knowledge of the Board.
- D. Each teacher who is granted a sabbatical leave will be expected to return to the employ of the Board for at least a two (2) year period, and upon returning shall present to the Board a full report regarding the use of his/her sabbatical leave. Upon acceptance of his/her sabbatical leave, said teacher shall sign a promissory note with the Board in the amount of the sabbatical stipend to be granted by the Board, said promissory note may be redeemed by the teacher in one of the two following manners:
1. In the event said teacher does not wish to return to the employ of the school district at the conclusion of the sabbatical leave, said teacher may repay to the Board all money advanced by the Board during his/her sabbatical leave. Said money shall be repaid in total at an annual interest rate of fifteen (15) percent. At the option of the teacher, this note may be redeemed over a four (4) year period.
 2. Said teacher may, by returning to the employ of the Board, redeem said promissory note by teaching for two (2) years. Said promissory note is paid at the end of the first year of teaching and by the teacher in the event the teacher wishes to cease employment at the end of the one (1) year following the sabbatical by paying one-half (1/2) of the sabbatical stipend plus fifteen percent (15%) interest on the one-half (1/2). This amount may be repaid over a two (2) year period. By completing the second full year of teaching, the promissory note will be considered paid in full.

ARTICLE XVI GRIEVANCE PROCEDURE

- A. Any teacher or group of teachers of the Association claiming that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any other rule, order, or regulations of the Board, excluding prohibited topics as outlined in PERA, relating to wages, hours, terms or condition of employment may process the claim as a grievance as hereinafter provided, which procedure shall be the sole and exclusive method of resolving grievances as defined above.

The grievance procedure shall not be applicable when a complaint arises from the provisions of any insurance carrier's policies, provided that such policies comply with all state and federal laws and the negotiated specifically of this Agreement.

Prior to the initiation of the formal grievance procedure, a teacher shall discuss the problem with the immediate supervisor whose action led to the problem. Every effort shall be made to resolve the problem informally. It is assumed that the initial step will be taken by the teacher individually. In cases where two administrators are present at this meeting, the teacher may request an Association representative be present.

Step 1 - In the event that the problem is not resolved informally, the teacher may file a formal written grievance with the Association with a copy to the immediate supervisor. The written grievance must be filed with the Association with a copy to the immediate supervisor not more than ten (10) school days after the event or occurrence which is the basis of the grievance becomes known to the teacher. After the Association and the immediate supervisor have received the grievance, designated representative(s) of the Association and the teacher involved shall meet with the supervisor in a scheduled meeting within fifteen (15) school days of the teacher's knowledge of the event or occurrence which is the basis of the grievance in an attempt to resolve the grievance. If the supervisor responds formally, he/she shall indicate his/her disposition of the grievance in writing within twenty (20) school days of the teacher's knowledge of the event or occurrence which is the basis. A copy shall be furnished to the Association President, the Grievance Committee Chairperson and the grievant.

Step 2 - In the event the teacher is not satisfied with the response of the immediate supervisor, as outlined in Step 1, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) school days of the immediate supervisor's response. A meeting will be scheduled between the grievant and the Superintendent or his/her designee within five (5) school days of the receipt of the grievance. Within five (5) school days after the meeting, the disposition of the grievance shall be indicated in writing with copies to the Association President, Grievance Committee Chairperson and the grievant.

Step 3 - If the Association is not satisfied with the formal disposition of the grievance at Step 2 or if no formal disposition has been made within the period provided above, the grievance may be submitted to arbitration by the Association with an impartial arbitrator, provided written notice of the request for submission to arbitration is delivered to the Board within twenty-five (25) school days after the receipt of Step 2 response. Each party shall submit the names of three (3) arbitrators to each other within ten (10) school days of the date that the Association informs the Board that it is taking the grievance to arbitration. If the parties are unable to agree upon an arbitrator from the list of six (6) names so presented, or if either party fails to respond with three (3) arbitrators within ten (10) school days, then the arbitrator shall be selected by the American Arbitration Association in

ARTICLE XVI - GRIEVANCE PROCEDURE *(Continued)*

accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of any provision of this Agreement or any other rule, order or regulation of the Board, excluding prohibited topics as outlined in PERA, relating to wages, hours, terms or condition of employment.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He/she shall have no power to establish salary scales or change any salary, unless it is found that a teacher has been improperly placed on the existing salary schedule.
 3. He/she shall have no power to rule on the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The filing fee shall be paid by the moving party.
 5. Any grievance occurring during the period between the termination date of the agreement and the effective date of the new agreement shall not be processed.
 6. Beginning with the 1993-94 school year, the arbitrator shall not have the power to arbitrate the non-renewal of a probationary employee's contract.
- B. If a grievance arises in more than one building, or if a grievance is initiated by the Association, it shall be transmitted directly to the Superintendent or his/her designee in writing. Grievances initiated in this fashion shall begin at Step 2, and the Superintendent or his/her designee shall be allowed twelve (12) school days from the date that the grievance is received to render his/her disposition.
- C. All meetings concerning grievances are to take place at reasonable hours and will not interfere with the assigned duties, unless said meetings are called by school administration, Board or arbitrator. All teachers directly involved in the grievance or arbitration hearing, as mutually agreed on by the Superintendent and President of the Association, shall be released from their teaching responsibilities to be present at such meetings with no loss of pay when called by the above parties.
- D. No reprisals of any kind will be taken against any teacher who has taken part in a grievance procedure.
- E. The time limits described shall be strictly observed but may be extended with mutual consent.

ARTICLE XVI - GRIEVANCE PROCEDURE *(Continued)*

- F. If an individual teacher has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance may be adjusted without prior notification to the Association. An opportunity for the Association representative to be present shall be provided. No adjustment of any grievance shall be made which is inconsistent with the terms of the agreement. In the administration of the grievance procedure, the interests of the teacher shall be the sole responsibility of the Association.
- G. The Association will furnish the Board with the names of its Association representatives, grievance committee members, Association officers, Association staff and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives.
- H. During each step where a grievance is reduced to writing, the written statement shall clearly specify;
1. The name or names of the aggrieved person or persons.
 2. The specific section of the Master Agreement or the specific Board rule or regulation allegedly violated.
 3. In what way there has been a violation, misinterpretation, or misapplication of this Agreement or rule or regulation of the Board.
 4. When this alleged violation occurred.
 5. The proposed remedy or remedies for resolution of the grievance.
- I. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the building and personnel files of the participant(s).

ARTICLE XVII RIGHTS OF THE ASSOCIATION

- A. The Board shall grant the Association use of school buildings for professional meetings which concern their Association. The use of these buildings shall be at reasonable hours, which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board policy. No rental fee will be charged the Association.
- B. There will be a bulletin board designated within each school for the use of the Association. The bulletin board shall be in the lounge of the respective buildings.
- C. The Association shall be allowed to use the inter-school mail service, email and teacher mail boxes for communication to members. The use of email shall be subject to the District's internet usage policies.
- D. The Association shall have the right to use school facilities and equipment including typewriters, computers, printers, duplicating equipment, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Normal supplies such as paper, masters, etc. will be made available to the Association, and the Association shall be billed for the actual cost of such supplies.
- F. The Board agrees to make available from time to time all available information to the Association in response to reasonable requests concerning the financial resources of the district, annual financial reports and audits, tentative budgetary requirements and allocations including county allocation budgets, agendas and minutes of all Board meetings, membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students.
- G. The Board shall do nothing to prohibit the wearing of insignia pins or other identification of membership in the Association. Teachers shall not affix decals or other professional insignias on school property without the expressed consent of the administration.
- H. The Board shall make available to the Association all information relative to the circumstances which surround a grievance. Any teacher filing a grievance should understand that his/her right for privacy has been waived under the grievance procedure and all pertinent information concerning this grievance will be supplied to the Association. Further, the Association shall be furnished with the grievance materials transmitted to the Board in the event of a Board level grievance or hearing concerning said grievance.
- I. The Board shall provide a total of forty (40) days of the contracted school year for the Association to use for its members to participate in Association business. These days shall not be charged against the teacher's leave time, and no individual teacher shall be released for more than seven (7) school days. The Association agrees to assume the full costs for substitute wages (to include daily wage, employer paid Social Security and Medicare) relative to this section. The Association will be billed for this cost at the end of the school year. The President of the Association will notify the Superintendent or his/her designee in writing at least three (3) school days prior to the absence of any teacher who is to be released from his/her classroom responsibilities under this section of the contract. A copy of this notification will be directed to the principal of the building so affected.

ARTICLE XVII - RIGHTS OF THE ASSOCIATION *(Continued)*

- J. The Association President will be released from his/her regular teaching duties from half-time to full-time without loss of pay, benefits, seniority or other benefits provided for in this Agreement. Each year by May 1, the Walled Lake Education Association President will notify the district of the amount of release time to be taken the next year. The President shall be restored to a position upon the expiration of his/her term of office. Since the Walled Lake Education Association President performs services which are of value to both the Walled Lake Education Association and the Board, the Board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371 (5) (B).
- K. Beginning June 2001, the Board and the Walled Lake Education Association shall pay to the President of the Walled Lake Education Association, a stipend of 12% on Appendix II Extra Curricular Schedule. The stipend (salary, F.I.C.A. and retirement costs) will be paid half by the District and half by the Association, and shall be for services performed after the conclusion of the teacher's contractual day as outlined in the Master Agreement. The District will determine that such services are deemed to be helpful in advancing the mission of the District.

The President of the Walled Lake Education Association will have the option to schedule up to ten (10) additional workdays between the last teacher day of each year and the first teacher day of the new year. Such days are to be preapproved by the Director of Labor and Employee Relations as beneficial to the School District. The President shall be paid at his/her per diem contract rate for each approved day. The Association shall pay the F.I.C.A. and retirement costs of the daily rate and the district shall pay the salary.

This agreement shall be in effect until the election of a new WLEA President and is subject to discussion and mutual agreement at that time.

ARTICLE XVIII PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a Professional Study Committee composed of the Superintendent and/or his/her representative, and the President of the Walled Lake Education Association and/or his/her representative.
- B. The Professional Study Committee shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.
- C. The Professional Study Committee is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subject.
- D. All reports of the Professional Study Committee or its subcommittees, including their recommendations, shall be submitted in writing to the President of the Walled Lake Education Association and to the Superintendent of Schools.
- E. The parties agree that the Professional Study Committee and its subcommittees serve in an advisory capacity, but any recommendation agreed to will be submitted for action.

ARTICLE XIX PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct dues from each of twenty salary checks paid during the school year.

Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in Paragraph A, the Board shall cause the termination of employment of such teacher at the end of the school year. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association all monies so deducted. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- D. In the event of any action against the Board brought in a court or administrative agency because of its compliance with provisions of Article XIX of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel.
- E. The Association agrees that in any action so defended it will indemnify and hold harmless the Board and administration from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the Board's compliance with the provisions of Article XIX.

ARTICLE XX BOARD RIGHTS

- A. Subject to the provisions of this Agreement and of the Act 379 of the Public Acts of 1965, the Board reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process, and to make all decisions and policies not inconsistent with the terms of this Agreement. Such rights include by way of illustration the right to the following:
1. To manage and control the business, equipment and operations of the school district.
 2. To assign personnel, determine the number of personnel and their schedules, and establish or modify school hours.
 3. To select, promote and determine qualifications of personnel.
 4. To determine the number and location of buildings, departments, offices and divisions thereof.
 5. To determine the services, supplies, and equipment necessary for the operation of the district and establish financial policies and procedures.
 6. To determine the number, function, authority and organization of its administrative staff.
- B. All existing policies relating to employment not inconsistent with or abrogated by this Agreement shall continue in full force and effect. The parties recognize the right of the Board to make reasonable changes in such policies not inconsistent with the terms of this Agreement. In the event that a change in any policy affecting wages, hours, or terms of condition of employment is contemplated, the Association will be informed and given an opportunity to express its position as expressly provided for elsewhere within this contract. The Board will consider any expressed positions of the Association or any recommendation policies or policy changes relative to wages, hours, and terms of condition of employment submitted by the Association not inconsistent with this Agreement.

ARTICLE XXI SENIORITY, LAY-OFF AND RECALL

- A. Seniority shall be defined as length of service in the Walled Lake School District and shall begin on the date on which the employee first assumes his/her professional duties. Seniority shall not accrue for unpaid leaves except those granted for the Job Corps, Teacher Corps, Peace Corps, military service (as defined in Article XIV) or sabbatical leaves. All teachers shall be ranked on a list in order of their seniority based on actual days worked. Such a list shall include each teacher's certification and present building assigned. This list will be given to the Association prior to November 15 of the current school year. **Language that pertains to the seniority, lay-off and recall of non-tenured track teachers will be found in Appendix III of this agreement.**
- B. Teachers who have voluntarily severed their employment relationship with the district shall have their seniority determined by a new effective date of employment if they are later rehired. In cases of lay-off or unpaid leave, teachers so affected shall retain all seniority accumulated as of the effective date of lay-off or leave.
- C. The Board will give notice to the Association of the contemplated reduction.
- D. The names of the teachers to be laid off will be provided to the Association.
- E. The Board will determine the programs to be retained.
- F. Teachers who are not covered by the provisions of the Michigan Teacher Tenure Act will be required to serve a probationary period not longer than that which is required of certified teachers under the Michigan Teacher Tenure Act. When this Agreement specifies "tenure teachers" such teachers who are not covered by the Act and who have completed such a probationary period will be afforded the contract rights of a tenure teacher.
- G. No teacher employed under this collective bargaining agreement shall acquire tenure in any capacity other than as a general classroom teacher. Any tenure other than as a general classroom teacher previously acquired is hereby waived.
- H. The Board will determine the degree to which personnel and programs can be reinstated.
- I. Laid-off tenure teachers shall be afforded all recall rights as provided by the Michigan Teacher Tenure Act and any subsequent interpretive rulings of the Michigan Teacher Tenure Commission.
- J. Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to maintain a current address in the personnel office in order to facilitate said notification.
- K. All teachers who are in a laid off position effective with the end of a school year shall receive full fringe benefits during the months of July and August following the lay-off notification.
- L. A laid off teacher may continue his/her health insurance benefits by prepaying monthly the normal per subscriber group rate premium for such benefits to the Board. In the event of a recall, the Board shall reimburse the teacher for any unused portion of such pre-paid premium.

ARTICLE XXII MISCELLANEOUS

- A. Teachers shall be advised of a telephone number to call when it is impossible for them to report to work because of illness or other factors.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the terms of this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board, unless otherwise excluded by PERA, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees, the Board, and/or representatives, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII DEPARTMENT CHAIRPERSONS

- A. When positions for Department Chairpersons are funded, as determined and approved by the Board of Education, the positions will be handled as follows:
1. Selection - Department Chairpersons will be hired based on their academic and professional qualifications and other relevant factors as determined by the administration.
 2. Compensation for Department Chairpersons shall be found in Sections B-D and extra-curricular contract provisions will apply.
 3. The Board and the Association agree that Department Chairpersons will be appointed for a one-year basis only. They will be issued Extra-Curricular contracts which stipulate their compensation. The denial of an original or subsequent contract for the position of Department Chairperson shall not be deemed to be grievable through the provisions of the Master Contract.
 4. It is agreed that the supervisory aspects of these positions shall not increase to a level recognized by the Public Employment Relations Act (PERA) as a supervisor's position, and that the Department Chairpersons shall not be removed from the teacher bargaining unit.
 5. A Student Services Department will be formed at each middle school which will include the Guidance Counselors, Substance Abuse Coordinators and the Media Specialist.

- B. The Board agrees to compensate Department Chairpersons in the senior highs as per the following formula:

For the 2008-2009 school year:

<u>Number of Classes of Instruction</u>	<u>Percentage on Extra-Curricular Salary Schedule</u>
7-17 Sections	4%
18-34 Sections	7%
35-51 Sections	10%
52-86 Sections	One (1) hour of released time or 15% (Employee's choice, provided Principal approves Department Chair operational plan)
Over 87 Sections	Two (2) hours of released time or 25% or one (1) hour of released time and 12.5% (Employee's choice, provided Principal approves Department Chair operational plan)

ARTICLE XXIII - DEPARTMENT CHAIRPERSONS (Continued)

Beginning with the 2009-2010 school year:

<u>Number of Classes of Instruction</u>	<u>Percentage on Extra-Curricular Salary Schedule</u>
6-15 Sections	4%
16-30 Sections	7%
31-45 Sections	10%
46-75 Sections	One (1) hour of released time or 15% (Employee's choice, provided Principal approves Department Chair operational plan)
Over 75 Sections	Two (2) hours of released time or 25% or one (1) hour of released time and 12.5% (Employee's choice, provided Principal approves Department Chair operational plan)

Except that:

1. Counseling Department Chairpersons shall be reimbursed by computing each counselor as having five (5) teaching sections and applying the formula defined above.
 2. Media center Department Chairpersons shall be reimbursed by computing media center specialist as having five (5) sections each and applying the above formula.
- C. The Board agrees to compensate Department Chairpersons in the middle school as per the following formula. For the purposes of counting sections, for each team there will be 1.5 sections of math, science, social studies, and language arts. Each encore section will be counted as one (1) teaching section.

<u>Number of Classes of Instruction</u>	<u>Percentage on Extra-Curricular Salary Schedule</u>
7-18 Sections	4%
19-36 Sections	7%
37-54 Sections	10%
55-90 Sections	One (1) hour of released time or 15% (Employee's choice, provided Principal approves Department Chair operational plan)
Over 90 Sections	Two (2) hours of released time or 25% (Employee's choice, provided Principal approves Department Chair operational plan)

ARTICLE XXIII - DEPARTMENT CHAIRPERSONS *(Continued)*

Except that:

Student Services Department Chairpersons shall be reimbursed by computing each Guidance Counselor, Substance Abuse Coordinator and Media Center Specialist as having six (6) teaching sections each and applying the formula defined above.

- D. The Board agrees to compensate department chairpersons for the Elementary F.A.P.E., Media Specialists and Counselors programs as per the following formulas:

<u>Number of Teachers/Department</u>	<u>Percentage on Extra-Curricular Salary Schedule</u>
1-2	2%
3-4	4%
5-6	6%
7-9	8%
10-15	10%

ARTICLE XXIV EDUCATION: PROGRAMS AND POLICIES

- A. The Board recognizes the education profession's right and responsibility to insist that, relatively, children must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas, except that:
1. The teacher must be acting within this assigned area in accordance with approved courses of study.
 2. The teacher must submit an outline in advance of its possible use to his/her immediate supervisor of any "controversial" subject matter in order that the supervisor has the opportunity to review and approve its use.
 3. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.

While the teacher must be free to teach and live according to his/her conscience, so must his/her students and the public he/she serves. The teacher may not infringe upon the freedom of those he/she serves. Opinion should be stated as such and theory for what it is. Teachers shall not seek to proselytize political or religious views in the classroom.

- B. The Board and the Association recognize a cooperative responsibility for developing an educational program relevant to a changing society. Nothing in this Agreement shall deny to the Board or teachers the right to participate in the process leading to change in the education program.
- C. The parties agree to participate in the training of student teachers subject to the following guidelines:
1. No teacher shall be obligated or required to supervise a student teacher/intern. A teacher's participation in a student teacher/intern program will be voluntary.
 2. Only Walled Lake Consolidated School District tenured teachers will be eligible to participate in a student teacher/intern program.
 3. Only teachers who have demonstrated competence and teaching ability in previous experience will be eligible to participate in a student teacher/intern program.
 4. A supervising teacher shall have no more than one student teacher in any one class per year, except by agreement between the teacher, principal, and the Association.
 5. It is understood that the District is responsible for liability protection coverage for a student teacher/intern and the supervising teacher.

ARTICLE XXIV - EDUCATION: PROGRAMS AND POLICIES *(Continued)*

6. Student teachers/interns may substitute under the following conditions:
 - a) The student teacher/intern qualifies for, and the district obtains, an emergency substitute teacher certificate.
 - b) The student teacher/intern may substitute only for his/her own supervising teacher.
 - c) The principal, supervising teacher, and student teacher/intern all agree that the student teacher or intern is ready to assume the responsibilities of a substitute teacher, but not earlier than the end of the first month of his/her assignment.
 - d) The student teacher's/intern's university has no rule prohibiting substitute teaching.
 - e) A student teacher/intern who substitutes under this section may order classroom instructional materials in an amount equal to the current daily substitute teacher rate, or be paid the current substitute rate, providing university rules allow.
7. If at all possible, the supervising teacher, along with the supervising principal, will have the opportunity to interview the prospective student teacher/intern prior to acceptance of a student teacher/intern.
8. If the student teaching assignment appears to be unsatisfactory, the supervising teacher may request a meeting with the supervising principal and the student teacher's/intern college coordinator to discuss the situation. If necessary, there will be involvement by the principal and the teacher's college coordinator to attempt to make the student teaching assignment successful. If the student teacher/intern has served less than one quarter of the teaching assignment and it appears that the problem may be resolved by assignment to another available supervising teacher, the current supervising teacher may terminate his/her responsibility for the student teacher/intern.
9. Teachers shall not be required to supervise a student teacher/intern.
10. Remuneration received by the school district from a college or university for participation in a student teaching program will be allocated to the supervising teacher as income or, at the teacher's choice, for teaching supplies, except when the college or university specifies otherwise.
11. It would be preferable to divide the student teachers/interns equally between the elementary (this includes itinerant areas) and secondary (middle school and senior high) with approximately one-third (1/3) of the assignments to special education. It is acknowledged that the breakdown of assignments may not always meet these percentages and that the Administration will meet with the Association to explain when the percentage is not met.

The number of student teachers/interns during any school year will not exceed ten (10) percent of the total number of teachers (individuals recognized in the Master Agreement with the Walled Lake Education Association) on staff annually as of October 1.

ARTICLE XXIV - EDUCATION: PROGRAMS AND POLICIES *(Continued)*

If the special education student teachers/interns need a second contact in a regular classroom, it would be counted as two separate contacts.

12. At least one week before the beginning of each semester, the Administration will notify the President of the Association of the placement of all student teachers/interns by building, grade level and/or subject area and name the supervising teacher.
- D. Teachers shall have access to the Board policies and other administrative rules and regulations which will affect their working conditions. Such policies, rules and regulations shall be made available at each school building prior to and following the students' first day in school.
 - E. A council composed of representative teachers shall meet with the Assistant Superintendent for Schools or his/her designee and coordinators to study and develop curriculum in the schools. New program proposals appropriate to the function of this council will be submitted to them for review, discussion, and possible recommendation.
 - F. The Board or its representatives and teachers in the Association shall meet to confer from time to time for the purpose of improving the selection and use of appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standardized tests and similar materials that are tools of the teaching profession which shall be provided by the Board. Further, an effort shall be continued to seek and use textbooks and supplementary reading materials which contain contributions of minority groups to the history, scientific and social development of the United States. The Board shall undertake to implement all joint decisions made and approved by its representatives and the teacher representatives of the Association. The Association shall have the right to express its concerns regarding textbook and material selection through P.S.C.

ARTICLE XXV SHARED-TIME TEACHING

- A. Shared-time teaching shall be defined as two (2) teachers sharing one (1) teaching assignment for which they are both certified and qualified. Any teacher who wishes to participate in shared-time teaching shall do so on a voluntary basis.
- B. Those teachers interested in a shared-time teaching assignment will notify the Director of Personnel and submit a written proposal to the building principal no later than February 10 of each school year. Said written request will include the following:
 - 1. The assignment to be shared, including the proposed work schedule, which meets the needs of the students and the shared-time teachers;
 - 2. Building assignment(s);
 - 3. Assignment coverage, include prep time, lunch (if applicable), staff meetings, parent-teacher conferences, in-service, etc.;
 - 4. Fringe benefit selections; and,
 - 5. Other pertinent information.
- C. The teachers shall be notified of the acceptance or rejection of their application by March 1. It is understood and agreed by the parties that the final decision concerning shared-time teaching requests is the sole prerogative of the Building Principal and his/her decision shall not be subject to the grievance procedure.
- D. Teacher participation in shared-time teaching shall:
 - 1. Accrue seniority in the same manner as a full-time teacher;
 - 2. Advance on the salary schedule (if applicable) in the same manner as a full-time teacher;
 - 3. Receive a pro-rata share of the salary for their step and track;
 - 4. Receive a pro-rata of leave days granted to full-time teachers;
 - 5. Be eligible for a dollar amount up to one-half (1/2) of the insurance premiums cited in Article XXVI based upon each shared-time teacher's eligibility for said insurance's. Shared-time teachers may select the insurance coverage appropriate to their needs, providing they are eligible for said insurances and cost thereof does not exceed one-half (1/2) of the total premiums. Shared-time teachers may select a combination of insurances which exceed the one-half (1/2) premium payment limitation by prepaying the difference in cost over eligibility per Business Office procedure. Said insurances (medical, dental, life, LTD and optical) are subject to the terms, conditions and approval of the respective carriers;
 - 6. Attend all staff and department meetings which occur during their assignment. Other duties (i.e., bus duty, dances, games, etc.) will be divided as equally as possible between the shared-time teachers and in the same manner as full-time teachers.

ARTICLE XXV - SHARED TIME TEACHING *(Continued)*

- E. Shared-time teaching applications and reapplications shall be made on an annual basis.
- F. Shared time teachers will be required to attend parent/teacher conferences, open house, curriculum night, full-day in-services and two (2) half day in-service days without additional compensation. For any additional half days scheduled when the teacher isn't scheduled to work, the teacher will be compensated at the substitute rate.
- G. Teachers who are not scheduled to work every day and kindergarten teachers in the full day alternate day program who are shared time will hold parent/teacher conferences on the day they are scheduled to work nearest the all school conference day. If the all school comp day falls on a day in which the shared time teacher would otherwise not be scheduled to work, those teachers will receive the full day sub rate of pay.
- H. Shared time teachers who do not work every day will be compensated at the sub pay rate for every half-day or full day worked not in their regular work schedule and beyond the terms described in Section G above.
- I. Any teacher who has submitted a written request and has been approved for shared time teaching and then is notified that the shared time cannot be accommodated due to circumstances outside the control of the teacher such as loss of enrollment, budget cuts or program cuts, will be considered a shared-time teacher with all rights and benefits of such.
- J. The following applies to kindergarten teachers only. A teacher who is currently a part-time kindergarten teacher will be eligible to submit a shared-time teaching request with either a full time kindergarten teacher or another part-time or shared time kindergarten teacher. However, the current part-time teacher, if approved for a shared time position, will retain his/her part-time status and will not have the right to return to a full time position after the shared-time year is completed.

ARTICLE XXVI INSURANCE

- A. All teachers shall select one of the following options. The Board will pay the premiums, for all eligible teachers who apply, for either Plan A or B. The Board will pay up to the pro-rata amount of the PAK A premium for each less than full-time teacher.

Plan A

MESSA CHOICES: \$300/\$600 Ded., \$10 Office Visit Rider and RX Saver
\$40,000 AD/D Life Insurance
Long Term Disability (66-2/3%, 365 day wait, \$5,000 maximum)
Delta Dental Insurance 75/75/75/60: \$1,500 or 50/50/50/50: \$1,500
(\$1,000 maximum for class I, II and III)
VSP-2 Vision Insurance

Plan B (No medical coverage; for those not electing Plan A)

Additional annual salary payment of \$1,200. If 174 teachers elect Plan B the additional annual salary payment will increase to \$1,800.
\$50,000 AD/D Life Insurance
Long Term Disability (66-2/3%, 365 day wait, \$5,000 maximum)
Delta Dental Insurance 80/80/80/80: \$1,700 or 50/50/50/50: \$2,000
(\$1,000 maximum for class I, II and III)
VSP-3 Vision Insurance

- B. Payment of the additional salary in Plan B will be semi-annually on the following dates:
- a. Last pay in December
 - b. 20th pay or
 - c. Upon receipt of written notification to the District at the beginning of the school year signed by the teacher, the teacher may opt to receive the additional salary as part of his/her regular bi-weekly salary.
 - c. Teachers hired after the beginning of the school year, or terminating/resigning before the end of the school year shall be pro-rated for this option according to the number of days worked.
 - d. Provided the teacher has furnished the District with the appropriate forms, the District will deduct all or a portion of the funds and distribute them to an approved tax-sheltered annuity program.
- C. The Board shall prepare plan documents and notifications as are necessary for a cafeteria plan to qualify under the Internal Revenue Code including IRC 125 and IRC 89, if applicable. Employees shall be required to make elections (which are generally irrevocable during each coverage period) as required under applicable Internal Revenue Code provisions and regulations, including, but not limited to, applicable provisions of IRC 89 and IRC 125. To the extent required by IRC 89, if applicable, excess benefits of highly compensated employees shall be reported as additional compensation. Upon completion of required testing, the Board shall notify the Association if any bargaining unit member will be subject to such a tax, and provide the Association with an opportunity to negotiate a resolution to the problem.

Bargaining unit members who meet the following test may revoke their election of Option A or B and make a new election.

ARTICLE XXVI - INSURANCE (Continued)

The above described Cafeteria Plan shall permit a participant to revoke a benefit election after the period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage if both the revocation and new election are on account of and consistent with a change in family status as defined under IRC 125 regulations, as the same may be amended from time to time (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of spouse) provided the new election is made within thirty-one (31) days of the qualifying event and is made as permitted under applicable insurance policies.

- D. The Board shall not be required to provide Hospital/Medical Insurance coverage to a teacher who is under another Hospital/Medical Insurance plan or policy. The teacher must certify to the Business Office that he/she is not knowingly covered under another Hospital/Medical Insurance plan or policy which is at least comparable to that provided by the Board.

Teachers who cannot withdraw from coverage under the other policy may request coverage under the Board's Hospital/Medical plan. The determination to grant coverage must be by a majority of a Committee consisting of two Administrative representatives and two Association representatives. The decision of this Committee shall be final and binding on the Board, Association and teacher.

Teachers who are discovered to have provided false certification shall immediately be removed from the Board's Hospital/Medical coverage program and shall not be eligible for the option to health provisions.

- E. The Cafeteria Plan provisions as reflected in the Master Agreement and the September, 1991 Letter of Understanding (on file with both parties) will be changed to identify the Cafeteria Plan year as September 1 through August 31. However, the insurers administer benefits on the benefit years as listed below:

Plan A

MESSA Health:	January 1 through December 31
Life Insurance:	July 1 through June 30
Long Term Disability:	July 1 through June 30
Delta Dental:	July 1 through June 30
VSP Vision:	July 1 through June 30

Plan B

Life Insurance:	July 1 through June 30
Long Term Disability:	July 1 through June 30
Delta Dental:	July 1 through June 30
VSP Vision:	July 1 through June 30

- F. Members may participate in any District approved Tax Sheltered Annuity Program subject to Internal Revenue Service Code Section 403(b) and/or 457 Plan. A company/agency/representative must have a minimum of twenty-five (25) Walled Lake employees with active accounts to continue to or to begin to be eligible for payroll deduction and appear on the current list of recognized companies/agencies, which will be available from the Business Office.

ARTICLE XXVI - INSURANCE *(Continued)*

- G. The Board shall pay the premiums for a liability insurance policy which shall insure teachers for damages up to the amount of the district's policy coverage for legal actions brought against teachers for a cause arising from circumstances occurring during the performance of the teacher's assigned duties. Further, the Board shall be relieved of the responsibility for payment of liability judgments against a teacher found to be negligent or acting beyond the scope of his/her employment. The Board shall provide each teacher with a summary of the liability insurance program to include coverage and benefits.
- H. The Board shall distribute a fringe benefit form to each teacher which lists his/her Board-paid insurance coverages including family status (full family, etc.). Each teacher shall check this form for accuracy, make any changes and return it.
- I. All insurance coverage shall be subject to the rules and regulations of the carrier.
- J. Shared-time teachers are a definite group and are eligible for a dollar amount up to one-half (1/2) of the insurance premiums of MESSA-PAK Plan A based upon each shared-time teacher's eligibility for said insurance.

ARTICLE XXVII FINANCIAL CONSIDERATIONS

- A. Teachers will have a choice of receiving their annual salary paid over 24 pays or 20 pays. Pay dates will be the 10th and the 25th of each month. If those dates fall on a weekend, the pay date will be the Friday prior to that date. Teachers shall sign up for their preference by May 30th for the next school year. It is understood that no changes shall be made until the next May 30.
- B. The professional salary schedule, as attached under Appendix I, shall be part of the Master Agreement.
- C. The extra-curricular activities salary schedule as attached under Appendix II shall be part of the Master Agreement.
- D. The Board shall recognize military experience towards increments on the salary schedule when such military experience has interrupted a teaching career with the Walled Lake Consolidated School District.
- E. In the event a teacher is assigned to teach regularly an additional class beyond the normal load, the compensation for this added responsibility will be figured on the following basis:
1. Middle School - The teacher shall receive one-sixth (1/6th) additional contractual salary for this responsibility.
 2. Senior High School - The teacher shall receive one-fifth (1/5th) additional contractual salary for this added responsibility.
- This is predicated on the premise that the middle school is functioning on an eight-period day and the senior high school on a six-period day. Such assignments shall be made only in emergency situations.
- F. The high school counseling departments shall have an extended school year to be computed in the following manner: number of counselors per building times fifteen (example: 4 counselors x 15 = 60 days). After the total number of days is known, a work schedule will be developed by each department and forwarded to the building principal for approval. Each counselor shall be paid his/her daily rate (employee's contractual salary divided by the number of teacher days +3 in Article VIII for each day worked). If an employee agrees to work on the Saturday Testing Program, he/she will be compensated at the rate of \$27.68 per testing hour for 2012-13 and 2013-14, less the money received, if any, from honorariums.*
- G. Members of the bargaining unit who teach summer school will receive a salary of \$28.48 per hour for the summer of 2012-13 and 2013-14.*
- H. A stipend of twelve percent (12%) on the extra-curricular salary schedule (Appendix II) will be paid annually to the Language Arts/Social Studies Coordinator, the Math/Science Coordinator, the REACH Coordinators, the Staff Development Coordinator(s), ELL/Title I Coordinator, Technology Staff Developer, the high school attendance/discipline teachers. Except for High School Attendance/discipline teachers, the daily start time will be 8:00 a.m. and end time will be 5:00 p.m.

ARTICLE XXVII - FINANCIAL CONSIDERATIONS *(Continued)*

The Language Arts/Social Studies Coordinator, the Math/Science Coordinator, the REACH Coordinators, Staff Development Coordinator(s), ELL/Title I Coordinator, and Technology Staff Developer will receive a ten (10) day per diem stipend for work performed during summer recess, those ten (10) days designated with approval of the Assistant Superintendent for Curriculum, K-12.

- I. The After School Cable TV production manager will be paid for up to 100 hours a semester at \$27.68 per hour for 2012-13 and 2013-14.
- J. When teachers are asked to use their conference period substituting for another teacher, they shall be paid \$0.474/minute for 2012-13 and 2013-14.
- K. A system of terminal pay is established as follows: Any teacher who retires or dies while in service after fifteen (15) years of service as a teacher in Walled Lake Schools shall receive Two Hundred Fifty (\$250) Dollars for each year of service to the District with the amount not to exceed Seventy-Five Hundred Dollars (\$7,500). The term "retires" is defined as when the teacher ceases employment with the school district and applies for retirement monies from the Michigan Public School Employees Retirement System within sixty (60) days after ceasing employment with the District. Any teacher who submits his/her written notice of retirement before March 1 of each year will receive an early notification incentive in the amount of \$500.00. This amount will be paid out with the terminal pay. Any member of the Association, who retires before the last teacher day must give a ninety (90) day prior notification of retirement before the March 1st deadline to be eligible for the \$500.00 early notification payout. Association members who give notification of retirement between March 1st of a given school year and the first teacher day of the following school year are not eligible for the \$500.00 early notification payout. All monies payable to teachers under this section will be paid via the Board of Education approved special pay plan, subject to limitations of the plan and not later than July 15 of the fiscal year following the teacher's retirement.
- L. Beginning with the 1982-83 school year, upon resignation, retirement or termination, each teacher will be paid at the current substitute rate for fifty (50%) percent of his/her unused accumulated leave days. All monies payable to teachers under this section will be paid via the Board of Education approved special pay plan, subject to limitations of the plan and not later than July 15 of the fiscal year following the teacher's retirement.
- M. No teacher during any twelve (12) consecutive months shall receive compensation from the Board plus unemployment compensation in a total amount exceeding what the teacher would have received had the teacher been employed full-time under this Agreement by the Board. In the event a teacher receives such excess amount, the teacher's salary for the school year in which he/she is recalled to employment shall be calculated by subtracting the amount of the excess payment from the amount otherwise due under this Agreement. Should the teacher not be recalled to a position by the start of the school year, the benefits deducted shall be limited to summer benefits.
- N. At Walled Lake Central, Walled Lake Western and Walled Lake Northern High Schools, \$3,600 yearly will be allocated for NCA chair (s). At all other buildings, \$1,800 yearly will be allocated for NCA chair (s). Up to four (4) comp or release days per building may be taken at the discretion of the NCA chair (s) with at least three (3) days prior notification to personnel. The NCA allocation will be charged one hundred dollars (\$100.00) per day for each comp/release day used.

ARTICLE XXVII - FINANCIAL CONSIDERATIONS *(Continued)*

- O. The parties agree that teachers hired for a position, who begin as substitutes due to lack of appropriate certification, shall be placed at the appropriate step and track of the salary schedule as soon as certification is received by the district. Total wages earned as a substitute shall be deducted from the appropriate salary figure and the balance shall be paid out in equal increments depending on the pay option made by the teacher.
- P. An Intramural/Activities Coordinator may be named at each Middle School with an annual wage of \$4,950. Should this position be shared, the wages will be divided between the Intramural/Activities Coordinators.

Beginning with the 1998-99 school year, the positions of Middle School Intramural Coaches and Activity Sponsors will be created. These activities could occur before or after school hours, and those holding these positions will be paid \$18.00 per hour.

- Q. Elementary teachers who agree to accept an assignment to teach a special student needs class beyond their contractual day will be compensated as follows:

1-5	Students	-	.05 Salary
6-10	Students	-	.10 Salary
11-15	Students	-	.15 Salary
16+	Students	-	.20 Salary

Such compensation is based on a yearlong assignment but does not include the teaching of a "zero hour" or a "seventh hour" at the secondary level. This compensation is based on a minimum of two hours and a maximum of three hours per week.

- R. Teachers certified by the National Board for Professional Teaching Standards shall be paid an annual stipend of \$2,000.00 for as long as the certification is valid. Documentation of such certification shall be in accordance with procedures and timelines established by the Director of Personnel and the Assistant Superintendent of Business Services.

Each teacher pursuing National Board Certification shall file an "Intent to Obtain National Board for Professional Teaching Standards Certificate" prior to beginning the program. Each teacher will then be granted up to three (3) released days for preparation during that year. Substitutes will be provided at district expense. In addition, the district will attempt to provide other support as needed (e.g. videography services) to be arranged cooperatively with district administration.

- S. PERFORMING /VISUAL ARTS will be as follows:

{3}	Senior Highs	\$5,000.00
{4}	Middle Schools	\$2,500.00
{14}	Elementary Schools	\$1,000.00

Decisions regarding the distribution of the performing arts dollars will be determined by a department chair, performance director, and building administrator.

Monies will be budgeted for this section in the following manner:

ARTICLE XXVII - FINANCIAL CONSIDERATIONS *(Continued)*

Each year the district will determine the total dollar amount of the Enrichment Program (Appendix II) by calculating each offering fully paid at the highest step. This will be the cap amount. Then the total amount of actual contracts let will be subtracted from the cap. Any remaining money will be distributed according to the ration above to all buildings. Should this be insufficient to fully fund the amounts above, each building will determine to what extent the building will fund the program.

All extra-curricular contracts will be distributed and returned by October 1 of each year. The Walled Lake Education Association and individual buildings will then be notified of the amount of dollars available from the Enrichment Program.

- T. The Special Assignment Intern Coordinator will be paid at stipend equal to a .2 teaching position at the high school. This position will only be filled if grant money is available to fund it and may only be awarded to a certified Cisco/Novell teacher who is a member of the bargaining unit. Duties of the coordinator include year round responsibilities and are set by the administration.

- U. In the event there is a reduction in the Walled Lake per-pupil foundation grant or in the event of the failure of any renewal of operating millage or similar economic hardship, or there is a freeze in the foundation grant for the years 2013-14 or 2014-15, the Board may elect to reopen Appendix I and Appendix II. The parties shall immediately commence collective bargaining to negotiate an agreement to resolve the problem. Appendix I and Appendix II shall remain in full force and effect at the levels in existence on the date on which the hardship event occurs.

APPENDIX I

WLEA 2012-2014 SALARY SCHEDULE**				
STEP	BA	MA	MA+30*	PhD
1	\$39,251	\$42,319	\$43,978	\$44,807
1.5	\$40,388	\$43,659	\$45,390	\$46,253
2	\$41,525	\$45,006	\$46,798	\$47,700
2.5	\$42,735	\$46,433	\$48,300	\$49,233
3	\$43,936	\$47,867	\$49,801	\$50,771
3.5	\$45,208	\$49,386	\$51,400	\$52,402
4	\$46,484	\$50,909	\$52,997	\$54,041
4.5	\$47,830	\$51,685	\$54,702	\$56,889
5	\$49,175	\$54,148	\$56,399	\$57,531
5.5	\$50,603	\$55,871	\$58,205	\$59,387
6	\$52,032	\$57,590	\$60,022	\$61,243
6.5	\$54,138	\$60,081	\$62,636	\$63,922
7	\$55,662	\$61,933	\$64,586	\$65,915
7.5	\$57,275	\$63,905	\$66,653	\$68,045
8	\$58,896	\$65,876	\$68,733	\$70,167
8.5	\$60,605	\$67,969	\$70,944	\$72,431
9	\$62,312	\$70,070	\$73,148	\$74,703
9.5	\$64,120	\$72,299	\$75,501	\$77,112
10	\$65,932	\$74,529	\$77,849	\$79,526
10.5	\$67,841	\$76,907	\$80,351	\$82,085
11	\$69,338	\$78,648	\$82,174	\$83,949
11.5	\$70,836	\$80,388	\$83,997	\$85,813
12	\$72,333	\$82,128	\$85,820	\$87,677
12.5	\$73,831	\$83,869	\$87,643	\$89,540
13	\$75,326	\$85,609	\$89,467	\$91,403

*This schedule will apply for those who have one of the following:

- (a) Education Specialist Degree;
- (b) Second Masters' Degree; (c) Masters' Degree plus 30 semester hours of additional graduate work subsequent to completion of a Masters' Degree

**Please see Letter of Understanding regarding wages for the 2013-14 school year.

APPENDIX II

EXTRA CURRICULAR SCHEDULE 2012-2014

STEP	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%
1	389	777	1,166	1,555	1,943	2,332	2,720	3,109	3,498	3,886	4,275	4,664
2	411	822	1,233	1,645	2,056	2,467	2,878	3,289	3,700	4,111	4,523	4,934
3	435	870	1,305	1,740	2,175	2,610	3,045	3,480	3,915	4,350	4,785	5,220
4	460	920	1,381	1,841	2,301	2,761	3,222	3,682	4,142	4,602	5,063	5,523
5	487	974	1,461	1,948	2,434	2,921	3,408	3,895	4,382	4,869	5,356	5,843
6	515	1,030	1,546	2,061	2,576	3,091	3,606	4,121	4,637	5,152	5,667	6,182
7	551	1,102	1,653	2,204	2,756	3,307	3,858	4,409	4,960	5,511	6,062	6,613
8	583	1,166	1,749	2,333	2,916	3,499	4,082	4,665	5,248	5,831	6,414	6,998

***USED BA BASE FOR 09-10**

1. Compensation on this schedule is based on the number of years of experience in the activity, and the percentage is based on the first through eighth step of the BA schedule for the year indicated.
2. All new extra-curricular hires shall receive unlimited credit for previous experience in that activity in or out of the district, subject to the following:
 - (a) Experience credit granted shall be for activities which are recognized and approved as part of a school program.
 - (b) The new hires applying for experience may be requested by the Board to verify the claim for experience.
3. Full experience credit will be given to those assistant coaches within a given sport who become a head coach within the same sport. One-half (1/2) experience credit will be given when a coach in a given sport moves to a coaching position in another sport.
4. All persons hired for an extra-curricular assignment will be informed in writing prior to the start of their duties at what experience level they will be paid, provided that the conditions in subsection 2 above have been met.
5. Persons in extra-curricular assignments are denied tenure in position for these assignments. The following activities and percentages shall be considered as part of the extra-curricular salary agreement:

APPENDIX II – EXTRA CURRICULAR SALARY SCHEDULE

{3} Building Athletic Coordinators 10% Each semester plus supervision of club sports

BOYS' INTERSCHOOL ATHLETICS (HIGH SCHOOL)

FOOTBALL

{3} Head Coaches 12%
{21} Assistants 8%

ICE HOCKEY

{3} Head Coaches 10%

BASKETBALL

{3} Head Coaches 12%
{6} Assistants 8%

WRESTLING

{3} Head Coaches 12%
{6} Assistants 8%

SKIING

{3} Head Coaches 8%
{3} Assistants 6%

TRACK AND FIELD

{3} Head Coaches 10%
{6} Assistants 7%

BASEBALL

{3} Head Coaches 10%
{6} Assistants 7%

TENNIS

{3} Head Coaches 8%
{3} Assistants 6%

SWIMMING

{3} Head Coaches 11%
{3} Assistants 8%
{3} Diving Coach 6%

GOLF

{3} Coaches 8%
{3} Assistants 6%

CROSS COUNTRY

{3} Coaches 8%

APPENDIX II – EXTRA CURRICULAR SALARY SCHEDULE (Continued)

BOYS' INTERSCHOOL ATHLETICS (HIGH SCHOOL)

SOCCER

{3}	Head Coaches	10%
{6}	Assistants	7%

GIRLS' INTERSCHOOL ATHLETICS (HIGH SCHOOL)

TENNIS

{3}	Head Coaches	8%
{3}	Assistants	6%

BASKETBALL

{3}	Head Coaches	12%
{6}	Assistants	8%

CROSS COUNTRY

{3}	Coaches	8%
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SOFTBALL

{3}	Head Coaches	10%
{6}	Assistants	7%

TRACK AND FIELD

{3}	Head Coaches	10%
{6}	Assistants	7%

SWIMMING

{3}	Coaches	11%
{3}	Assistants	8%
{3}	Diving Coaches	6%

GOLF

{3}	Coaches	8%
{3}	Assistants	6%

GYMNASTICS

{1}	Head Coach	10%
{2}	Assistant	7%

CHEERLEADING

{3}	Head Coaches	8%
	Per Season	
{6}	Assistants	6%
	Per Season	

POM PON

{3}	Head Coaches	8%
	Per Two Seasons	
{3}	Assistants	6%
	Per Two Seasons	

APPENDIX II – EXTRA CURRICULAR SALARY SCHEDULE (Continued)

GIRLS' INTERSCHOOL ATHLETICS (HIGH SCHOOL)

VOLLEYBALL

{3}	Head Coaches	12%
{6}	Assistants	8%

SOCCER

{3}	Head Coaches	10%
{3}	Assistants	7%

BOYS' INTERSCHOOL ATHLETICS (MIDDLE SCHOOL)

FOOTBALL

{4}	Head Coaches	7%
{8}	Assistants	6%

BASKETBALL

{8}	Coaches	6%
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WRESTLING

{4}	Head Coaches	7%
{4}	Assistants	6%

TRACK AND FIELD

{4}	Head Coaches	6%
{4}	Assistants	5%

SOCCER

{4}	Coaches	6%
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GIRLS' INTERSCHOOL ATHLETICS (MIDDLE SCHOOL)

TRACK AND FIELD

{4}	Head Coaches	6%
{4}	Assistants	5%

CO-ED SWIMMING

{3}	Head Coaches	6%
{3}	Assistants	5%
{3}	Diving Coaches	3%

BASKETBALL

{8}	Coaches	6%
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VOLLEYBALL

{8}	Coaches	6%
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APPENDIX II – EXTRA CURRICULAR SALARY SCHEDULE (Continued)

SOCCER

{4} Coaches 6%

CO-ED CROSS COUNTRY

{4} Head Coaches 6%

{4} Assistants 5%

CHEERLEADING

{4} Coaches 4%
Per Season

ENRICHMENT ACTIVITIES

{3} Allowance of 16% maximum for each Senior High for the building activity enrichment program.

{4} Allowance of 18% maximum for each Middle School for the building enrichment program

{1} Allowance of 6% maximum for Community High for the building enrichment program.

{14} Allowance of 4% maximum for each Elementary School for the building enrichment program.

The intent of the Enrichment Activities dollars are that they be utilized to support programs unique to the building.

Decisions regarding use of Enrichment Activities dollars will be determined by a building committee comprised by At least a building Administrator, Department chair, and one other staff member to be determined by the Administrator.

MUSIC

{3} High School Band 5%

{3} High School Orchestra 5%

{3} Marching Band 5%

{3} Assistant High School Marching Band 3%

{6} High School Vocal Music 5%

{4} Middle School Band 5%

{4} Middle School Instrumental 5%

{4} Middle School Vocal Music 5%

{3} High School Pep Band 2%

APPENDIX II – EXTRA CURRICULAR SALARY SCHEDULE (Continued)

MISCELLANEOUS

{4}	Middle School Play Director	4% Per School Year
{3}	High School Drama/Musical Producers (Decisions over the distribution of this 20% will be decided by a committee made up of at least the building Administrator, department chair, and one other staff determined by the building administrator)	20% Per Building Per Year
{3}	High School Forensics	10%
{3}	High School Assistant Forensics	6%
{3}	Senior Class Sponsors	7%
{3}	Junior Class Sponsors	3%
{3}	Sophomore Class Sponsor	2%
{3}	Freshman Class Sponsors	2%
	Camping Program	2% (for four nights) 1.6% (for three nights) 1.2% (for two nights) .8% (for one night only, if program reduced by District)
{1}	Supervisor of Reproductive Health Education	2%
{4}	High School Yearbook	5%
{4}	High School Newspaper	3%
{4}	Middle School Yearbook	5%
{3}	National Honor Society	8%
{14}	Elementary Safety Patrol	1%

Positions listed in Appendix II, the Extra-Curricular Salary Schedule, are subject to cancellation at any time if there are too few participants or minimum criteria established by the Board for the functioning of an activity or sport are not met. Further, sports or activities in Appendix II may also be canceled by the Board for financial reasons. If an activity or sport or a position is canceled after it has commenced, sponsors, coaches or others paid under the Extra-Curricular Schedule shall have their contracts prorated and paid to date within thirty (30) days from the date of cancellation. This provision is subject to the procedures in Article III, Section B.

APPENDIX III NON-TENURED TRACK

The following appendix shall apply to members whose positions are not governed by the Tenure Act to include, but not be limited to, school psychologists, speech & language pathologist, social workers, etc. These sections are in addition to the articles in the master agreement which cover the same areas.

ARTICLE II EVALUATION

- A. The procedure, forms and criteria for non-tenured track teacher evaluation will be found a separate document but will be considered as a part of this agreement. Mentoring will be included in this document.
- B. The non-tenured track teacher shall have the right to read all evaluations before they are placed in the personnel file. After reading the evaluation and discussing it with the evaluator, the teacher shall sign the evaluation indicating that it has been read and a copy received. If a teacher disagrees with the evaluation, the teacher shall have an opportunity to submit a letter of dissent for permanent attachment to the disputed evaluation. Letters of dissent shall be submitted to the evaluator within twelve (12) school days of the signing of the evaluation.
- C. The Board agrees that evaluations shall not be used as punishment, discipline or reprimand.
- D. The Board and the Association recognize that student achievement is related to the total environment in which the student lives and learns. It is further recognized that the evaluation of non-tenured track teachers is an administrative responsibility and shall be accomplished in accordance with the negotiated evaluation procedure. It is further understood that the administration recognizes that student achievement on standardized or norm-based tests is a function of the student's total environment. Accountability models are defined as new and experimental.
- E. Complaints of a serious or recurring nature, which have been substantiated by the building administrator, may be included in the non-tenured track teacher's evaluation. At no time will unsubstantiated complaints submitted anonymously (verbal or in writing) be used in a non-tenured track teacher's evaluation or any form of disciplinary action.
- F. Each non-tenured track teacher shall have the right, upon written request, to review the contents of his/her personnel file in the presence of a witness. The following items shall be excluded from this review:
 - 1. Recommendations from colleges or university placement services.
 - 2. Recommendations of previous employer.

Personnel files for teachers will be located in the central administrative office. In reviewing their personnel files, non-tenured track teachers may be accompanied by a representative of the Association.

- G. Since immediate supervisors often keep memorandum files regarding individual teachers, non-tenured track teachers shall have the right to review their files upon request.

APPENDIX III - NON-TENURED TRACK (Continued)

- H. The parties agree to establish a permanent evaluation committee made up of representatives selected by the Association and representatives selected by the Administration to oversee, amend and support the evaluation procedure for all teaching staff.

ARTICLE V TEACHER ASSIGNMENTS

- A. The best interests of children in the district are served by having the most outstanding teachers available employed. Therefore, the following should be recognized by all teachers:
1. Non-tenured track teachers should report to the Director of Personnel all teacher candidates of their acquaintance who they feel would make a favorable addition to the professional staff.
 2. Non-tenured track teachers who are leaving the district, contemplating leaving the district, or requesting a leave of absence for any reason have a moral responsibility to report this to their immediate supervisor at the earliest possible date. This early reporting will enable the Director of Personnel to acquire the best possible replacement for the following year.
- B. Every effort shall be made to limit the amount of inter-school travel of non-tenured track teachers who are assigned to more than one building. Travel time of these non-tenured track teachers shall be considered as if they were teaching. Non-tenured track teachers who are assigned to more than one building will be paid the current IRS rate for the travel between buildings. In addition to those non-tenured track teachers who are regularly assigned to more than one building, the above stipend for mileage in the district will be paid to:

Speech and Language Teachers
Social Workers
Psychologists

These teachers will be asked to file a monthly mileage report with their immediate supervisor. Mileage vouchers will be paid twice a year (at the end of each semester). Out-of-the-district travel mileage will be reimbursed at the current IRS rate.

Non-tenured track teachers who lose preparation or lunchtime due to travel shall be compensated at their hourly per diem rate (salary divided by the number of teacher days +3 divided by 7 = hourly rate).

- C. All teachers, other than newly appointed teachers, shall be given written notice of their tentative teaching assignment including grade, subject, and building for the forthcoming school year no later than the last day of school for teachers. In the event changes in said assignment are proposed, all teachers affected shall be notified promptly and given the reasons for the change. Non-tenured track teachers so affected shall be given an opportunity to discuss the situation with their immediate supervisor and to suggest other possible alternatives. Final decision will rest with the supervisor. No Walled Lake non-tenured track teacher will be asked to sign a salary agreement prior to the written determination of the teaching assignment, said assignments to include subjects, grade and building.

APPENDIX III - NON-TENURED TRACK (Continued)

- D. Extra-pay assignments listed in Appendix II of this Master Agreement, plus driver's education and summer school teaching positions, shall not be obligatory but shall be with the consent of the teacher.
- E. No teacher shall be required to substitute for another teacher, take another teacher's assignment, or take students assigned to another teacher without his/her consent, except in the case of an emergency situation. An emergency situation is defined as follows:

When a substitute is needed for less than a three-hour period, and/or the district's substitute calling service has attempted to contact every suitable substitute and has found no one available to assume this emergency assignment.

The Board agrees to take every reasonable step to find and identify those people who are willing to serve as substitute teachers. In the event this emergency exists, the following procedure shall be utilized in selecting teachers for this responsibility.

- 1. Secondary Schools
 - a. Teachers who are available will be asked to substitute.
 - b. In the event that no one agrees to substitute, teachers will be assigned on an equitable, rotating basis.
- 2. Elementary Schools
 - a. Teachers will assume responsibility for their own classes when an Art, Physical Education, or General Music substitute teacher is not available.
 - b. The class of the absent classroom teacher will be divided between three (3) other classroom teachers the same or as close to the same grade level as possible. Additional classroom teachers will be utilized if class size limits are not met.
 - c. Classes will be split, except when any single elementary grade level would be split more than once during a two week (M-F) period or when any single teacher would lose more than one prep period during a two week (M-F) period. If and when the above situations occur, non-teaching bargaining unit members within the building will cover classes on a rotating basis. No non-teaching bargaining unit member within the building will cover a class more than once in a period of one month unless all other options have been used. Non-teaching, bargaining unit members within the building are Counselors, Head Teachers, and TC's. Paraeducators who are teacher-certified may be used to cover classes in an emergency but no more than once in any month unless all other options have been used.

Principals have the option of calling teachers back from meetings when there is a shortage of substitute teachers.

An attempt will be made to insure that substitute shortages will be rotated so that any one building at each level will not be in emergency substitute situations more than another. Building principals and assistant principals may cover classes when, by their determination, the situation warrants. At the principal's discretion, he/she may contact the Personnel Office to request assignment of other certified staff including administration and coordinators. The District will provide the Association

APPENDIX III - NON-TENURED TRACK *(Continued)*

President with a monthly report that indicates the number of substitute positions that went unfilled in each building. If the report shows a high number of unfilled positions in any building, the District and Association will meet to find alternative solutions to address the problem.

3. All Elementary Fine Arts Physical Education Staff (FAPES) shall:
 - a. Report to the office secretary each time they teach a “divided class” due to lack of a substitute.
 - b. Each FAPES teacher shall also report to the office secretary any additional non-scheduled prep time.
 - c. Unassigned instructional time (beyond 330 minutes of prep time per week, excluding any prep time in blocks of ten minutes or less) will also be reported.
 - d. The district shall create a form for such reporting.
 - e. There will be a monthly reconciliation of all time reported in numbers 1, 2, and 3 above.
 - f. FAPES teachers will be paid according to the schedule in Article XXVII, Section K, at the end of the school year for the total amount of time spent teaching “divided classes”, less any extra preparation time over the regularly scheduled amount (per 2 and 3 above).

All teachers subbing for another teacher shall be compensated as stipulated in Article XXVII, Section J.

ARTICLE VI PROMOTION AND TRANSFERS

- A. Teachers shall have the opportunity to apply for those district vacancies for which they are certified and qualified.
- B. A vacancy of any professional position in the district shall be publicized by giving written notice to the Association and providing for the posting of such in every building.
- C. All positions shall be posted for a minimum of five (5) calendar days prior to the filling of such vacancies.
- D. All Walled Lake teachers who submit applications for positions within the system will be interviewed and receive consideration with other applicants. Vacancies shall be filled on the basis of experience, competency, qualifications and other relevant factors. For the purpose of this section, vacancies shall be defined as those positions which remain open after the annual staffing procedure or which occur during the school year. When these considerations are equal, as determined by the administration, then service in the Walled Lake School system shall be the determining factor.
- E. Necessary inter-building transfers to meet staffing and/or program needs may be effectuated by the administration when the need to transfer is not caused by a district lay-off. Prior to transferring, a good faith effort will be made by the administration to meet staffing and/or program needs by soliciting qualified volunteers. A volunteer would not be disqualified from a position as long as he/she volunteers to be trained (if necessary) or a waiver can be obtained. The upcoming transfer(s) will be discussed with the potential transferee(s) prior to the final decision. Such transfers shall not be effectuated for arbitrary purposes.

APPENDIX III - NON-TENURED TRACK *(Continued)*

- F. It is agreed that all teachers should have the opportunity to be considered for reassignment or transfer to a different class, building or assignment. Teachers desiring such consideration should file their requests with the Superintendent of Schools before March 1 of each year. The requests shall set forth their reasons for transfer and the school, grade, or assignment sought. Reasons that are private or personal need not be reduced to writing, but shall be communicated orally to the Director of Personnel. Requests of this nature that are on file shall be the first reviewed when openings occur.

Requests of this type shall be renewed each year by the teacher to assure active consideration.

- G. Non-tenured track teachers returning from lay-off, approved leaves of absence or teachers who have been transferred to another building as a result of staff reduction shall be assigned to a position equal to their Michigan certification. Teachers in these categories desiring a return to their former position in their former building shall file a written request with the Director of Personnel at the time any of the above actions are affected. Said teachers shall have one right of first refusal when the position in their former building becomes open before anyone else is placed in their previous position. First Right of Refusal letters must be filed before the last teacher day ends. Vacancies shall be determined by the administration after all internal building reassignments have been determined.
- H. All teacher promotions and transfers shall be made without regard to sex, age, race, height, weight, national origin, color, religion, military service, marital status or handicap.
- I. In the event that it becomes necessary to close a building(s), non-tenured track teachers in the affected building(s) shall submit a written placement request to the Director of Personnel detailing their specific three grade level placement preferences in descending order and building preferences in descending order. This letter requesting placement shall be submitted to the Director of Personnel no later than fifteen (15) calendar days after the official actions of the Board of Education to close said building. In the event appropriate vacancies occur prior to the beginning of the next school year, the requesting teacher shall be assigned the position prior to placement of teachers requesting transfer, non-tenured track teachers returning from leaves of absence and teachers recalled from lay-off.
- J. Non-tenured track teachers who hold less than full-time positions shall be given consideration to become full-time teachers if there are vacancies for which they are certified and qualified. Non-tenured track teachers who wish to remain on a less than full-time schedule may do so by notifying the district by March 1.

ARTICLE VII PROTECTION OF TEACHERS

- A. The Board has a responsibility to give reasonable administrative encouragement, support and assistance to teachers in order for them to perform their roles as effective teachers.
- B. The teachers have a responsibility to give reasonable encouragement, support and assistance to administration in order for them to perform their roles as effective administrators.

APPENDIX III - NON-TENURED TRACK *(Continued)*

- C. Non-tenured track teachers shall bring to the attention of their immediate supervisor any special circumstances which may, in the professional judgment of the teacher, need special consideration. This is to provide an opportunity for teachers to be heard when they feel there is a special need relative to a child's emotional, physical or mental abilities which has an adverse relationship upon the learning of that child or the rest of the class, or casts an unrealistic burden upon the individual teacher. Whenever it appears that a particular child requires the attention and action of further professional personnel, the following action will be taken:
1. Informal discussion between the teacher and the immediate supervisor will be held to ascertain the nature of the problem and possible remedies.
 2. If the student's problem persists, the problem will be brought to the attention of the immediate supervisor in writing and shall include a written summary describing the student's problems. A careful review shall be made of all pertinent data and the parties shall agree upon a course of action. The supervisor shall prepare a written report of the agreed course of action and the teachers shall receive a copy within two school days.
 3. If this report requires the service of the Special Services Department, the following procedures shall be observed:
 - a. The classroom teacher, supervisor and/or counselor shall jointly complete the special education referral form, attach it to the written report, secure parental signature on the Parent Request for Special Services Form and forward it to the Director of Special Services. A copy of the Special Services Handbook will be provided to the parent and a copy of the referral form will be placed in the child's CA-60.
 - b. The Director of Special Services shall schedule an examination within twenty (20) school days. In cases of extenuating circumstances, this deadline may be extended by ten (10) school days by notifying all concerned in writing of the circumstances. It shall be the supervisor's responsibility to notify the teacher of the examination date.
 - c. In cases where the referral source is other than the classroom teacher, the principal shall advise the teacher of the fact prior to forwarding a referral to the Director of Special Services.
 - d. After the examination, it shall be the responsibility of the examiner to schedule a personal interpretation conference with the teacher and supervisor within ten (10) school days following the examination date. In the event a child does not qualify for special education placement, the teacher shall receive all possible advice and assistance from other personnel relative to the needs of the child. In circumstances where a child qualifies for special education placement, but placement is not immediately available, the child shall be placed on a waiting list and the teacher shall receive all possible advice and assistance from other professional personnel relative to the needs of the child. In computing class load, the child awaiting placement shall be counted as two (2) students.

APPENDIX III - NON-TENURED TRACK *(Continued)*

- e. A note (uniform district-wide) shall be placed in the CA-60 if a student has been evaluated by the Special Services Department. A copy of the evaluation shall be available in the building for teacher review upon request.

- D. A teacher may send a pupil from his/her class to the office of an administrator when the conduct of said child is, in the professional judgment of the teacher, detrimental to the educational process within that classroom. In such cases, the teacher will furnish the administrator with a verbal explanation of the incident as soon as possible. The administrator will be provided with the full particulars of the incident in writing as soon as the classroom responsibility of the teacher permits, but in no case shall it be later than the end of the school day. It is recognized that the ability of the administrator to deal adequately with the child who has been sent to the office depends on the administrator's ability to secure from the classroom teacher a full and accurate report of the behavior, which necessitated a child being removed from the classroom. The administrator, after reviewing the situation and taking appropriate action, shall inform the teacher of the action taken before returning the child to class. Chronic attendance problems shall be handled in a like manner.

- E. Any case of an assault upon a teacher as a result of his/her professional responsibility shall be promptly reported to the immediate supervisor, who shall in turn report it to the Superintendent. The Board shall provide legal counsel for the teacher with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Uniform procedures for reporting suspected cases of child abuse shall be communicated in writing to all teachers within one (1) month of school opening each year, with copies forwarded to the Association.

- F. If a teacher is sued as a result of his/her employment, the Board shall provide legal counsel except in those situations where the Board of Education acts as a plaintiff. If a teacher is complained against as a result of his/her employment, the Board shall provide legal advice. Nothing within this section shall prohibit the Board from extending further assistance to any teacher relative to such situations.

- G. The Board shall reimburse teachers in real value for any loss, damage or destruction of personal property of the teacher which is being used by the teacher in connection with his/her professional duties or responsibilities in the school. To gain this protection, the teacher must have the authorization of his/her immediate supervisor to bring said property to school. If said property is left overnight, it must be in a place designated by the immediate supervisor.

- H. After a period of four (4) years, the non-tenured track teacher may request that any written request to remove disciplinary materials from either the teacher's personnel file or memorandum files, providing that there has been no substantiated recurrence of the incident, which led to the written record.

- I. No non-tenured track teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended or discharged without just cause. Any such discipline, reprimand, reduction in rank or compensation, suspension or discharge shall be subject to the professional grievance procedure contained within this Agreement. Written records shall not be used against a non-tenured track teacher which have not been previously seen by the non-tenured track teacher. If the non-tenured track teacher disagrees with the

APPENDIX III - NON-TENURED TRACK *(Continued)*

written record, he/she shall have the opportunity to attach a letter of dissent. An immediate supervisor shall have the right to reprimand or discipline a teacher for delinquencies in professional performance. Whenever an immediate supervisor conducts a hearing concerning alleged deficiencies in professional performance, the teacher shall have the opportunity to request the presence of an Association representative. If the immediate supervisor does not initiate a hearing, the non-tenured track teacher shall have the right to request a hearing before the same supervisor. The request for the hearing must be made within five (5) school days of the original reprimand or warning. No record of such reprimand shall be placed in the teacher's file until such a hearing or the lapse of the above time

- J. Neither the Board nor the Association will engage in any conduct toward non-tenured track teachers which is constituted as prohibited discrimination under applicable state or federal law.
- K. The Board shall not permit any person to change a grade given to a pupil by a teacher unless one of the following occurs:
 - 1. The teacher who gave the grade agrees to change the grade.
 - 2. A majority of a panel consisting of three teachers selected by the Association, a Board member and the Superintendent or designee approves a grade change.

If the panel determines to change the teacher's grade, the teacher may appeal the change to the Board of Education.

- L. If, in the judgment of the building principal and special education staff, it is anticipated that a student's I.E.P. might result in unusual program scheduling or necessitate unique arrangements regarding personnel or equipment, the general education teachers who might be impacted by such placement will be invited to attend the I.E.P.C.
- M. After receiving training (on school time) in administration of the needed medical procedures, the teacher may elect not to perform the procedure for the student. Upon the written request of parent(s) or guardian(s) and the receipt of written instructions from the student's attending physician, a school administrator, a teacher, or other school employee designated by the building principal (and upon the consent of the designated employee), may dispense medication to students in accordance with procedures established by the Superintendent. Teachers shall provide medical assistance and dispense medication in emergency situations.
- N. Whenever possible, I.E.P.C.'s at the elementary and secondary level shall not be scheduled on the teacher's preparation time.
- O. Complaints directed against a non-tenured track teacher, which in the Supervisor's judgment reflect on the professional competence or conduct of the teacher, shall be brought to the attention of the teacher within ten (10) school days of the supervisor personally receiving the complaint and determining the complaint is serious or recurring. If the complaint is in writing, the supervisor will provide the teacher with a copy within ten (10) school days.

APPENDIX III - NON-TENURED TRACK *(Continued)*

The non-tenured track teacher shall be provided with the opportunity to meet with an administrator and the complainant for the purpose of addressing the complaint. An Association representative may be present at such a meeting.

If the supervisor interviews the complainant or witnesses as part of an investigation, another adult will be present. The other adult's role in the interview will be as a neutral note taker only; he/she will not act as a representative or advocate for either the teacher, administrator, complainant, or witness. The teacher shall be notified of such interviews as soon as practical. Neither the teacher, the Association, nor the supervisor shall attempt to influence a complainant or witness.

The district will provide to the teacher a copy of the investigative report upon completion of the investigation but prior to final disciplinary action.

All parties will maintain confidentiality.

All investigatory or other records related to unsubstantiated complaints against a teacher shall be exempt from their personnel file and shall be destroyed in a period not to exceed four (4) years. All such records will be destroyed at the completion of an investigation if the teacher is exonerated.

- P. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):
1. All requests forwarded to the Office of Community Relations will be shared with the teacher and the Association. When known, the identity of the person(s) or organization (including the list of officers) will be shared with the teacher and the Association.
 2. To be honored, all requests must identify or sufficiently describe the specific public record wanted.
 3. Once a FOIA request is received by the Office of Community Relations, the teacher shall be promptly provided with a copy of that portion of the FOIA request which applies to him/her.
 4. Unless the parties agree otherwise, and provided an extension is allowed by law, the District will notify the requesting party that timelines for disclosure will be extended for ten (10) additional business days.
 5. The district shall honor all exemptions to the production of documents contained in Section 13(1) of the FOIA.
 6. Within a reasonable time, the District will provide an opportunity for the teacher(s) and an Association representative (if requested by the teacher) to review the FOIA request and the document(s) requested with a representative of the District.
 7. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four years old shall not be released to third parties.

APPENDIX III - NON-TENURED TRACK *(Continued)*

8. Records relating to unsubstantiated complaints against a teacher shall not be released to third parties.
9. On any documents that are to be released under a FOIA request, all material deemed to be exempt must be redacted.
10. Nothing in this section shall prevent the district from complying with the FOIA or any other law.
11. The steps of this section, but not the release of documents, shall be subject to the grievance process.
12. The District will notify the Association when a FOIA request involves a former member(s) no longer employed by the District. No other steps of this process pertain to the FOIA involving such individual.

ARTICLE XXI SENIORITY, LAY-OFF AND RECALL

- A. Seniority shall be defined as length of service in the Walled Lake School District and shall begin on the date on which the employee first assumes his/her professional duties. Seniority shall not accrue for unpaid leaves except those granted for the Job Corps, Teacher Corps, Peace Corps, military service (as defined in Article XIV) or sabbatical leaves. All teachers shall be ranked on a list in order of their seniority based on actual days worked. Such a list shall include each teacher's certification and present building assigned. This list will be given to the Association prior to November 15 of the current school year.
- B. Teachers who have voluntarily severed their employment relationship with the district shall have their seniority determined by a new effective date of employment if they are later rehired. In cases of lay-off or unpaid leave, teachers so affected shall retain all seniority accumulated as of the effective date of lay-off or leave.
- C. The Board will give notice to the Association of the contemplated reduction.
- D. The names of the teachers to be laid off will be provided to the Association.
- E. When the Board has determined the need to lay off teachers, the individuals involved will be given a minimum of thirty (30) school days notification. Ten (10) school days will be given in the case of an emergency situation. The official action of the Board shall constitute such notification, and the Board meeting will be scheduled on the last non-Friday day in April.
- F. The Board will determine the programs to be retained. Teachers for the programs to be retained will be determined by their seniority, certification, and qualifications.
 1. In the event of identical seniority, certification and qualifications, the order of lay-off will be determined by utilizing the following criteria:
 - a. Areas of certification

APPENDIX III - NON-TENURED TRACK *(Continued)*

b. If the factors considered remain equal, the tie will be broken by a lottery arranged by the Personnel department at a time when all involved can be present.

2. Teachers who are not covered by the provisions of the Michigan Teacher Tenure Act (non-tenured track) will be required to serve a probationary period not longer than that which is required of certified teachers under the Michigan Teacher Tenure Act. When this Agreement specifies "tenure teachers" such teachers who are not covered by the Act and who have completed such a probationary period will be afforded the contract rights of a tenure teacher.

G Non-tenured track teachers who are laid off shall be recalled in the reverse order of lay-off according to seniority, certification, qualifications to include majors, minors, experience, and program need and, beginning with those people hired in 1994-95, NCA standards. The Board will determine the degree to which personnel and programs can be reinstated.

H. Failure to accept the Board's offer of a position within thirty (30) days of the postmark on said written offer shall be viewed as a voluntary severance of the employment relationship with the Walled Lake Schools. If the recall should occur during the school year and the laid off tenured teacher is under contract to another Michigan district, he/she may refuse the offered position without relinquishing rights to subsequent recall for the following school year.

Once a laid-off non-tenured track teacher has refused this initial recall, the Board will no longer be required to consider the teacher for recall, until the terms of the teacher's one-year contractual commitment to the other district has expired.

Should the laid off non-tenured track teacher refuse recall for the subsequent school year in which an appropriate vacancy exists, that refusal will be viewed as an abandonment of position and will sever the district's employment obligation to the teacher.

I. Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to maintain a current address in the personnel office in order to facilitate said notification.

J. All non-tenured track teachers who are in a laid off position effective with the end of a school year shall receive full fringe benefits during the months of July and August following the lay-off notification.

K. A laid off non-tenured track teacher may continue his/her health insurance benefits by prepaying monthly the normal per subscriber group rate premium for such benefits to the Board. In the event of a recall, the Board shall reimburse the teacher for any unused portion of such pre-paid premium.

L. Non-tenured track teachers who are laid off shall be recalled in the reverse order of lay-off according to seniority, certification, qualifications to include majors, minors, experience and program need, and beginning with those people hired in 1994-95, NCA standards.

DURATION OF AGREEMENT

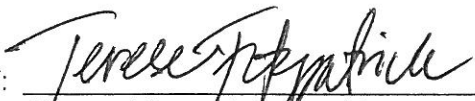
This Master Agreement is effective as of September 1, 2012, through August 31, 2015.


Either party may give notice prior to May 1, 2015, that they wish to begin negotiations on a successor agreement.


This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above unless mutually agreed to, in writing, by both parties.

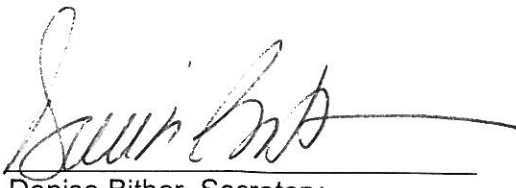
WALLED LAKE EDUCATION ASSOCIATION

WALLED LAKE BOARD OF EDUCATION

BY: 
Terese Fitzpatrick, President
Walled Lake Education Association

BY: 
Peggy Casagrande, President
Walled Lake Board of Education

BY: 
Cyndi Austin, Chief Negotiator
Walled Lake Education Association

BY: 
Denise Bither, Secretary
Walled Lake Board of Education

LETTER OF UNDERSTANDING
between
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
and
WALLED LAKE EDUCATION ASSOCIATION, MEA-NEA

The parties agree to add student instructional time for Early Childhood Special Education (ECSE) as follows:

- a) The student schedule for early elementary schools shall be 8:05 a.m. to 11:05 a.m. and 11:55 a.m. to 2:55 p.m.
- b) The student schedule for late elementary schools shall be 9:05 a.m. to 12:05 p.m. and 12:55 p.m. to 3:55 p.m.
- c) The teacher shall report at least five minutes before students and stay at least five minutes later.
- d) On all half-days of instruction, except the first and last days of school, substitutes will be provided so that ECSE teachers may attend their building activities.
- e) On the first and last days of student instruction, ECSE teachers will teach a full day of school. They will be released from instructional responsibilities for two other half days to be used for classroom-related work. The two half workdays shall be arranged cooperatively with their building principal and may occur outside of normal school hours.

LETTER OF UNDERSTANDING
between
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
and
WALLED LAKE EDUCATION ASSOCIATION, MEA-NEA

This letter will clarify instances where teachers work at times other than the regular contractual day and how they shall be compensated for those times.

1. Parent-Teacher Conferences
Any time spent on elementary parent-teacher conferences other than per Article VIII, F and M, (i.e., conferences for students in team room but not on class list) shall be compensated at the full day sub rate, upon prior approval of the principal.
2. Work on School Compensation Day
Teachers who choose to work on a school compensation day will be compensated at the substitute rate, upon prior approval of the principal.
3. Work During Summer, Holiday or Vacation Recess
 - Training when school is in recess shall be compensated at the substitute rate, upon prior approval of the Assistant Superintendent for K-12 Curriculum.
 - Teachers making workshop presentations for curriculum hours, who choose compensation over curriculum hours credit, shall be paid at the substitute rate.
 - Special projects within the building or department undertaken when school is in recess shall be mutually agreed upon between the teacher and principal or department director. Compensation shall be at the substitute rate, upon prior approval of the Director of Personnel.
4. Contractual Compensatory Time
All contractual compensatory time taken per Master Agreement (kindergarten) shall be submitted, in writing, to Staff Development at least two weeks prior to the requested compensatory day. Granting of the day is subject to approval, based on substitute availability. (Requests for NCA comp time require only three days notice.)
5. Other Requests for Compensatory Time or Sub Pay
All requests for compensatory time or substitute pay in instances not covered in the foregoing, or done by direction of the principal/supervisor, shall be made in writing for pre-approval by the Director of Personnel.
6. Excepted Days
Compensation time (except NCA) will not be taken on Fridays, on days before and after holidays, on parent-teacher conference days or on scheduled inservice days.

LETTER OF UNDERSTANDING
between
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
and
WALLED LAKE EDUCATION ASSOCIATION, MEA-NEA

Elementary teachers who provide DRA and DWA testing will receive up to three (3) full days of substitute teacher assistance subject to the savings realized by the Board by not paying permanent subs sixty (60) days of retroactive salary. At the end of each school year the amount saved will be calculated. The WLEA President will be notified of the amount and the number of subs available for the next school year.

LETTER OF UNDERSTANDING
between
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
and
WALLED LAKE EDUCATION ASSOCIATION, MEA-NEA

The parties agree that the district will place non-tenured track teachers at St. William or St. Patrick Catholic School subject to these provisions:

Such teachers will enjoy all the rights and provisions of the master agreement except:

- They will follow the WLCSD school schedule and calendar including any evening parent conferences and open house/curriculum nights.
- The principal of St. William or St. Patrick Catholic School, along with a Walled Lake administrator will evaluate Walled Lake teachers placed at St. William or St. Patrick Catholic School.
- **ONLY NON-TENURED TRACK TEACHERS WHO VOLUNTARILY AGREE WILL BE PLACED FULL-TIME AT ST. WILLIAM OR ST. PATRICK CATHOLIC SCHOOLS.**

Further, the parties agree to periodically review the contract issues of the non-tenured track teachers assigned to St. William or St. Patrick Catholic School and enter into additional Letters of Understanding as needed.

LETTER OF UNDERSTANDING
between
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
and
WALLED LAKE EDUCATION ASSOCIATION, MEA-NEA

The District and the Association agree to the following in regards to wages and benefits for the 2013-14 and the 2014-15 school years:

- There will be two (2) unpaid snow days for the 2013-14 school year.
- Should there be no snow days, the district will add one additional sick day to each member's bank for each missed snow day for the 2014-15 school year. If a member retires at the end of the 2013-14 school year, the days will be included in his or her sick day totals paid out as terminal pay.
- Steps will be granted for those members who are eligible for a step.
- Those not eligible for a step increase will receive 2% off schedule.
- There will be a 1% off-schedule concession for all members with the following giveback:

If the audited fund balance for June 30, 2013, exceeds 12 million, the following increments will be in place:

Audited Fund Balance	Concession returned to members
12,275,000 – 12,549,999	.25%
12,550,000 – 12,824,999	.50%
12,825,000 – 13,099,999	.75%
13,100,000 – 13,374,999	1.00%

- For every additional \$275,000 received from the State in unrestricted funds, the district will return .25% of the concession, or if the concession has been removed (as indicated in the chart above), the payment will be an off-schedule increase.

This section is predicated on the district receiving certain funding components for 2013/14. These include: a flat foundation allowance of \$8,165/pupil; continuation of MPSERS offset payment of \$1,785,000; and Best Practice funding of \$16/pupil.

Example 1: Fund Balance @ 13.2 million - 1% concession returned.
State provides additional \$275,000 - .25% off-schedule increase. Total: 1% concession returned and .25% off-schedule increase.

Example 2: Fund Balance @ 12.6 million - .50% concession returned.
State provides additional \$275,000 - .25% concession returned. Total: .75% concession returned.

- For 2014/15 there will be an opener for wages and benefits.
- Insurance:
 - Association and the District will meet to determine insurance cost/changes by May 2013 and May 2014, based on the state CAP increase and insurance rates.

LETTER OF UNDERSTANDING
between
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
and
WALLED LAKE EDUCATION ASSOCIATION, MEA-NEA

The District and Association agree to maintain department chairs for Special Education at current responsibility and compensation levels.

A committee will be formed to look at middle school department chair duties. The committee will include representatives from each middle school (both administration and teachers). The committee will look at the duties and compensation for middle school department chairs. This will have an anticipated end date of June 1, 2013, with recommendations for the 2013-14 school year.

Elementary PLC Team Planning Form

Walled Lake Consolidated Schools

PLC Team Members:

PLC Team S.M.A.R.T. Goal (Specific, Measurable, Attainable, Realistic, Timely):

Student achievement data that may be used by the PLC team (check applicable area(s)):

Forms of Assessments

- Benchmark Assessments
- DRA
- DWA
- MEAP
- MLPP
- Common Formative Assessments

Assessment Subgroup Data

- Economically Disadvantaged
- Gender (Male___ Female___)
- Limited English Proficiency
- Major Racial/Ethnic Groups
- Mobility
- Special Education

Other (please specify): _____

Please list instructional strategies or practices to achieve the S.M.A.R.T. goal:

Identify dates for PLC team meetings (must be at least nine (9) hours of which three (3) may include building-wide meetings):

Date	Time	Location	Date	Time	Location

Name of contact person for PLC team: _____

*****Form is due to elementary school building principal by October 1st*****

Brief description of activities that the PLC team will conduct during the year.
(Updated as necessary based on the team's progress)

For completion during the school year: Briefly identify student achievement data results.
Reference S.M.A.R.T. goal target, data source and other relevant information.

Middle School PLC Team Planning Form

Walled Lake Consolidated Schools

PLC Team Members:

PLC Team S.M.A.R.T. Goal (Specific, Measurable, Attainable, Realistic, Timely):

Student achievement data that may be used by the PLC team (check applicable area(s)):

Forms of Assessment

- Benchmark Assessments
- Common Formative Assessments
- Cumulative GPA
- MEAP
- Quarter GPA
- Semester GPA

Assessment Subgroup Data

- Economically Disadvantaged
- Gender (Male___ Female___)
- Limited English Proficiency
- Major Racial/Ethnic Groups
- Mobility
- Special Education

Other (please specify): _____

Please list instructional strategies, or practices to achieve the S.M.A.R.T. goal:

Identify dates for PLC team meetings (must be at least nine (9) hours of which three (3) may include building-wide meetings):

Date	Time	Location	Date	Time	Location

Name of contact person for PLC team: _____

*****Form is due to middle school building principal by October 1st *****

Brief description of activities that the PLC team will conduct during the year.

(Updated as necessary based on the team's progress)

For completion during the school year: Briefly identify student achievement data results. Reference S.M.A.R.T. goal target, data source and other relevant information.

High School PLC Team Planning Form

Walled Lake Consolidated Schools

PLC Team Members:

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PLC Team S.M.A.R.T. Goal (Specific, Measurable, Attainable, Realistic, Timely):

--

Student achievement data that may be used by the PLC team (check applicable area(s)):

Forms of Assessment

- Benchmark Assessments
- Common Formative Assessments
- Cumulative GPA
- ACT/MME/MEAP
- Quarter GPA
- Semester GPA

Assessment Subgroup Data

- Economically Disadvantaged
- Gender (Male___ Female___)
- Limited English Proficiency
- Major Racial/Ethnic Groups
- Mobility
- Special Education

Other (please specify): _____

Please list instructional strategies, or practices to achieve the S.M.A.R.T. goal:

Name of contact person for PLC team: _____

*****Form is due to high school building principal by October 1st *****

Brief description of activities that the PLC team will conduct during the year.
(Updated as necessary based on the team's progress)

For completion during the school year: Briefly identify student achievement data results.
Reference S.M.A.R.T. goal target, data source and other relevant information.

**WALLED LAKE EDUCATION ASSOCIATION, MEA-NEA
MASTER AGREEMENT
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